

**THE
RULES AND REGULATIONS
OF THE
ONEOTA CEMETERY
ASSOCIATION**

DULUTH MINNESOTA 55807

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ONEOTA CEMETERY ASSOCIATION

RULES AND REGULATIONS

1. General Information

Oneota Cemetery Association was founded in 1885 to serve the community as a non-profit organization to provide burial facilities for persons of any race, color, or creed.

It is the objective of the Board of Trustees and its management and staff to create and preserve a cemetery of great beauty and harmony. To this end, it is necessary to establish Rules and Regulations to govern the activities within the cemetery.

The purpose of these Rules and Regulations is intended not as a restraint, but rather as a guide to a common objective. It is also meant to prevent the inconsiderate from taking unfair advantage of others, whether these be suppliers of materials or services, the general public, visitors, or other owners of interment, entombment, or inurnment rights.

The Rules and Regulations as herewith adopted shall apply with equal force to all owners of interment, entombment, or inurnment rights, the general public, visitors, funeral directors, suppliers of materials or services, and contractors performing work within the cemetery.

Any situation, occasion or circumstance not covered by these regulations shall be subject to immediate resolution by the cemetery superintendent or submission to the Board of Trustees for a ruling, recommendation or decision.

The Cemetery parking, office, chapel as well as certain cemetery grounds are considered to be Handicap Accessible according to the Americans with Disabilities Act (ADA). If any lot owner or visitor needs additional provisions for access, the Cemetery Association will provide reasonable accommodations upon request.

The Cemetery management has taken care to keep the grounds safe for vehicle & pedestrian traffic in designated areas. Lot owners, visitors and guests are advised to exercise reasonable caution for themselves and any children present to avoid injury due to uneven terrain or near monuments, trees, shrubs, equipment or other fixtures within the cemetery. Users of the Cemetery grounds do so at their own risk. No liability for personal injury is assumed by the cemetery.

H. Authority

The Rules and Regulations as herein formulated and adopted are created pursuant to the reservation of right contained in the grant of interment, entombment, or inurnment rights to owners and under the authority granted

by the Articles of Incorporation and by-laws as amended, from time to time, by the Oneota Cemetery Association and when applicable, by Minnesota statute 306 and other applicable laws of the State of Minnesota.

- A. All rules formerly adopted which are contrary to or inconsistent with these Rules and Regulations are hereby repealed and declared to be no longer effective.
- B. Oneota Cemetery Association hereby expressly reserves the right to adopt additional Rules and Regulations or to amend, alter, or repeal any rule, regulation, article, section, paragraph, or sentence in these Rules and Regulations at any time, and without notice.
- C. The management of the cemetery is authorized to make temporary exceptions, suspensions, or modifications of any Rule or Regulation without notice, when in

the judgment of the management such action is necessary and in the continuing best interest of the cemetery.

III. Purpose

Oneota Cemetery is dedicated and restricted to the burial of the human dead and shall be used for no other purpose.

IV. General Definitions

- A. The term "CEMETERY" is defined to include all property now or hereafter owned or otherwise controlled by the Association in the vicinity of 6403 Highland Street Duluth, Minnesota, and dedicated by the Association to cemetery purposes, including but not limited to common areas, roadways, and burial grounds, chapel, private or community mausoleums, columbarium, and all other buildings and improvements located thereon.
- B. The term "LOT OWNER" or "OWNER" shall mean the owner of interment rights, crypt or niche entombment rights, or inurnment rights, as granted by the Association in the original purchase or by legal succession. It does not include any person solely by reason of his being designated as having an interment right in a lot pursuant to a Will or Trust Agreement TV e-c.t)
- C. The term "INTERMENT" shall mean the burial, the crypt or niche entombment, or the inurnment of a deceased person.
- D. The term "PURCHASE AGREEMENT" as used in these Rules and Regulations shall mean the form of agreement utilized from time to time by the Association for the sale of interment rights, crypt or niche entombment rights, or inurnment rights in the cemetery.
- E. The term "TRUST AGREEMENT" shall mean the instrument used by which the Owners of interment, crypt or niche entombment or inurnment rights can assign them to the Association to be used according to the wishes of the grantors thereof.
- F. "BURIAL" shall mean the placement of human remains in a grave.
- G. "ENTOMBMENT" shall mean the placement of human remains in a crypt or niche. **A i "**
- H. "INURNMENT" as used in moOrfi cemetery language is the placement of cremated remains in an u r t h e interment of the urn in a burial space.
1. The term "LOT, PLOT, GRAVE or BURIAL SPACE" are used interchangeably and apply with like effect to one or more than one graves; to one or more than one crypts or vaults; or to one or more niches.
- J. The term "MAUSOLEUM" means a building used for the permanent entombment of human remains in crypts, vaults, or niches.
- K. The term "COLUMBARIUM" means a building or room within a building containing niches for the permanent placement of cremation urns.
- L. The term "NICHE" means a definitive wall recess in a Columbarium for the placement of individual cremation urns.
- M. The term "CREMAINS" means the cremated human remains sometimes referred to as "Ashes."

- N. The term "MEMORIAL" shall mean and include any monument, marker, urn, vase, or structure upon or in any lot, crypt, or niche placed thereupon or therein or partially therein for the purpose of identification or in memory of the interred.
- O. The term "CONTRACTOR" or "INDEPENDENT CONTRACTOR" as used in these Rules and Regulations shall mean any person, firm, or corporation performing any work in or on the cemetery grounds other than an employee of the cemetery.
- P. The term "MANAGEMENT" or "ASSOCIATION" are used interchangeably and mean collectively the officers and supervisors who have the responsibility for the administration and operation of the cemetery.
- Q. The term "PERMANENT CARE" as used in these Rules and Regulations shall mean the general care of the cemetery as hereinafter defined.
- R. The term "SPECIAL CARE" as used in these Rules and Regulations shall mean special services and care for a specific lot, crypt, niche, or memorial which are not provided for by the permanent care of the cemetery.

V. General Rules and Supervision

- A. Oneota Cemetery Association is a private, non-profit corporation which, under the laws of the State of Minnesota and the rights of burial granted the Lot Owners subsequently has the right to require all persons entering the cemetery to comply with the Rules and Regulations adopted by the Association. The management of the cemetery has the authority to refuse admission to the grounds or require any person or persons to leave whose conduct is not consistent with the cemetery Rules and Regulations.
- B. Pedestrians within the cemetery are to use only the established avenues, roads, walks, and alleyways.
- C. Children under sixteen years of age are not permitted within the cemetery, or its buildings, unless accompanied by a responsible adult.
- D. Visitors to the Chapel are required to be in clean, conventional attire consistent with the dignity of the surroundings. Persons without shoes, shirts, or in scanty attire will not be admitted.
- E. The conduct of all persons within the cemetery must respect the area as a sacred and reverent place. Noise and boisterous conduct is forbidden. The following are specifically not permitted within the cemetery:
 1. The use of intoxicating beverages, illegal substances, or chemicals.
 2. Consuming lunches, refreshments, or picnics of any kind.
 3. Idling or loitering on the grounds or in any of the buildings.
 4. Placing or distributing any signs or notices not approved by cemetery management.
 5. Peddling or soliciting the sale of any object or material.
- F. No person or persons other than a law enforcement officer or a military Guard of Honor is permitted to bring or carry firearms within the cemetery.
- G. Persons are forbidden to hunt, fish, feed, or disturb the fish, fowl, or other wild life in the cemetery.
- H. All persons are strictly forbidden, under penalty of law, from picking any flowers, either wild or cultivated; from breaking or cutting any tree, shrub, or plant; from

marring or defacing any landmark, monument, marker, memorial, or structure; or from defacing or littering the grounds in any way.

The unauthorized removal of flowers, plants, shrubs, trees, or any landmark, monument, marker, memorial, flower vases, flower urns, or any tools, equipment, or other such personal property is strictly forbidden.

- J. No person shall be permitted to enter or leave the cemetery except by the public gates, which will be open at scheduled times determined by the management. Persons on the grounds after specified closing hours are trespassing and subject to legal action.
- K. All vehicles within the cemetery must be operated with maximum caution and consideration for others. The following specific regulations are to be adhered to:
 - 1. The speed limit for automobiles within the cemetery is ten (10) miles per hour.
 - 2. All vehicles meeting a funeral procession will stop and yield the right of way to the procession.
 - 3. No vehicle may overtake a funeral procession nor drive past the point where a funeral service is in progress.
 - 4. All vehicles must be operated at a minimum noise level.
 - 5. Joy riding, parading, or operating a vehicle by a student driver is prohibited.
 - 6. All vehicles must keep off the grass and travel or park only on the established roadways.
 - 7. Leaving or abandoning any vehicle on cemetery property is prohibited. Vehicles in violation will be removed at the owners expense after 24 hours.
 - 8. Motor vehicles are permitted to reverse direction or U-turn only at roadway intersections.
 - 9. The management has the authority to prohibit motor vehicles or wheeled vehicles from entering the cemetery at any time.
 - 10. Tour buses will not be admitted to the cemetery without the approval of management.
 - 11. No cycles are allowed in the cemetery except when used to attend funeral services.
- L. Group visits or large assemblies of persons are not permitted without prior approval of the management except when in attendance at funerals. All tours must be supervised by a member of the cemetery staff.
- M. The taking of photographs for commercial purposes or the use of the cemetery grounds for personal or private gain is strictly forbidden. With the approval of the next of kin, photographs of funeral services, interments, or memorials by the lot owners, family members, or appropriate friends for personal or family use are permitted. All photographing or taping by the media requires the prior approval of the management, and in the case of funeral services, interments, or memorials, the approval of the next of kin is also necessary.
- N. The Cemetery shall take reasonable precautions 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, invasion, insurrections, riots, or order of any militia or civil authority.

- O. The association reserves the exclusive right to attach or install electronic or other surveillance devices as it may deem proper on or in any building, structure, monument, fence, tree, or gate for the purpose of protection against vandalism, trespass, or theft.
- P. Dogs (with the exception of seeing-eye dogs), cats, or other pets are not permitted on the cemetery grounds nor in its buildings. Any pets brought to the cemetery must remain in the vehicle.
- Q. Employees of the Association are not permitted to do any work on the cemetery grounds for Lot Owners, other individuals, or contractors except upon order of the management.
- R. All fees or charges for services are payable at the cemetery office and all receipts and acknowledgments must be issued by the office.
- S. Patrons of the cemetery are requested not to give any type of gratuity to any employee for any services. The acceptance of a gratuity by any employee may subject the employee to disciplinary measures.
- T. The right to enlarge, reduce, replot, or change the boundaries or grades of the cemetery or any section of the cemetery including the right to modify or change or remove or re-grade the roads, drives, and walks is expressly reserved to the Association. The reservation includes the right to lay, maintain, operate, alter, or change pipelines, gutters, electric lines, sprinkling and drainage systems. The right to locate, alter, relocate, and remove lakes, ponds, flower gardens, shrubs, trees, and decorative feature's are also expressly reserved to the Association.
- U. The Association expressly reserves the right to use cemetery property for anything necessary, incidental, or convenient to cemetery purposes including the operation of facilities for cremation.
- V. The Association reserves to itself and its employees, 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.
- W. Lot Owners are responsible for notifying the management of any change in his/her post office address. Notices sent to a Lot Owner at the last address on file in the cemetery office shall be sufficient and proper legal notification.
- X. The Association reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments, or removals, or in the description, transfer or conveyance of any interment property either by canceling such conveyance and substituting and conveying in exchange thereof other interment property of equal value and similar location as far as possible or as may be selected by the Association, or in the sole discretion of the Association, by refunding the amount of money paid on account of said purchaser.
- Y. In the event such error shall involve the interment of the remains of any person the management reserves, and shall have, the right without any further liability whatsoever to remove and/or transfer such remains so interred to such other property as may have been properly conveyed or to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. This includes the right after proper notification as outlined Rule 23 and without further notice to enter upon any lot for the purpose of disinterment and reinterment to correct any such error. Furthermore, no right of action against the Cemetery Association or any of its officers or employees shall accrue to any

person or persons unless such wrongful interment shall have been the result of willful or malicious misconduct.

- Z. In the event the management is unable to make an interment, entombment, or inurnment in any lot, crypt, or niche for any reason whatsoever beyond its control or because the burial space in the judgment of the management, is not, at the time of the burial, suitable for the interment, entombment, or inurnment, then the management may without any further liability whatsoever convey in exchange therefore other interment property of equal value and similar location as far as possible or in the sole discretion of the management, refund the amount of money paid on account of said purchaser.
- AA. The management shall also have the right to correct any error made by it or any member of its staff in any description, inscription, name, or date on any memorial or container for cremated remains without any liability whatsoever.

VI. Sale and Purchase of Interment Rights

- A. Purchasers of interment, entombment, or inurnment rights in Oneota Cemetery do not acquire ownership of any part of the mausoleum, columbarium, lots or any cemetery property except for the rights of interment, entombment, or inurnment as specified in the Purchase Agreement. Such rights are not acquired until the purchase price has been paid in full.
- B. The Purchase Agreement, the instrument of transfer, and the Rules and Regulations of the Cemetery as amended constitute the sole agreement between the cemetery and the Owner of the burial rights. Any statement of any employee or agent, unless confirmed in writing by an official of the cemetery, shall not be binding upon the Association.
- C. Burial rights in Oneota Cemetery are not sold in common ownership or joint tenancy. Ownership must stand in one name only.
- D. The purchase of burial rights does not include the charges for interment, entombment, or inurnment except when specifically designed or stated otherwise. The cost of any memorial marker, vault, urn, or any other such item is also not included unless such items are specifically described in the Purchase Agreement.
- E. The sale and/or transfer of any ownership or burial rights requires the approval of Oneota Cemetery and compliance with its Rules and Regulations. The transfer or the descent of title of deceased Owners is prescribed by Minnesota Statutes.
- F. The Association may refuse its consent to a transfer or an assignment as long as there is any indebtedness to the Association.
- G. All transfer of ownership of interment rights shall be made in accordance with the Minnesota Statutes, Section 306 as thereafter amended. The selling price and the transfer fee are prescribed by law.
- H. Owners of burial rights may, by Trust Agreement, convey property in trust to the Association to be held or used as specified in the Trust Agreement by the grantors thereof. Trust Agreements, as permitted by law, will be prepared by Oneota Cemetery Association. There is a nominal service charge for recording the Trust Agreement.

A Lot Owner may dispose of his cemetery property by will to a surviving relative or in trust to Oneota Cemetery. The disposal of lots or crypts by Owners is covered by Minnesota Statutes 306.29. The Statutes state:

1. The lot must be specifically mentioned in the will. No general devise or bequest and no residuary clause in the will can affect it.
 2. The lot must be willed to one particular person who must be a relative unless it be willed to the cemetery in trust for the use and benefit of the persons designated in the Trust Agreement.
 3. A Will must be properly certified or approved as the last Will and Testament of the Testator.
- J. In the event the Lot Owner does not devise or bequeath vacant grave spaces by will, or in the event the will is ineffective, or in the event said property has not been placed in trust, then the descent of title upon death of the Lot Owner shall be governed by the laws of the State of Minnesota Statutes 525.14 and as amended.
1. Since Minnesota Statutes governing descent of title have been amended on several occasions the law governing descent of title shall be the one in effect at the time of death of the deceased Lot Owner.
 2. If the descent of title to a cemetery lot is not prescribed by a Will or a Trust Agreement, then ownership will be established in accordance with Minnesota Statutes by filing a notarized affidavit with the cemetery. When proof of title has been furnished and recorded, a Certificate of Ownership will be issued to the successor Owner by the Association.
- K. The successor Owner of cemetery property shall receive title and rights to prepaid services that may have been included in the original purchase contract or supplemental agreement. Any alterations, disinterments, or modifications to the property of any kind can be made only with the approval of the Oneota Cemetery Association.
- L. Each grave or burial space in the cemetery is designated one burial except for those that are specifically designated such as niches. When feasible, however, and with Association approval, it is understood to purchase one additional burial right for cremated remains or baby remains for each grave or urch

VII. Interments, Entombment's, or Inurnments

- A. Regular interments, entombment's, or inurnments in the cemetery will be made Monday through Saturday between the hours of 8:30 A.M. and 4:30 P.M. Certain exceptions and provisions apply however, namely:
1. Overtime is charged for all Saturday burials and for all burials before the hour of 8:30 A.M. or when the vault cover has not been set in place by 3:30 P.M.
 2. No burials will be made on the legal holidays of Christmas, New Year's, Memorial Day, July 4th, Labor Day, Thanksgiving, and Sundays; however, if and when the Association is required by Law or because of unforeseen circumstances burials are made on Sundays or holidays, additional fees will be charged.
- B. No interment other than that of the spouse of the Owner may be made in any lot without written consent of the Lot Owner or an authorized representative of the Owner. If the Owner of the lot does not designate the specific space to be used, the management reserves the right to make the designation.

- C. Burials of caskets or cremain containers will be made in concrete or metal vaults of a design approved by the Association. Additional charges will be made for vaults handled by cemetery personnel.
- D. No interment will be permitted if there is an indebtedness to the cemetery unless an arrangement for payment has been accepted by the Association.
- E. The Oneota Cemetery Association will not be responsible for any delay of an interment caused by regulatory authority; Federal, State, or Local laws; or violations of the Rules and Regulations of the Cemetery.
- F. If any unusual conditions or circumstances prevent the immediate interment, the Association reserves the right to place the remains in temporary storage.
- G. Interments of more than one remains in a grave space is not permitted except when specifically designated of - •, - • • - -o a•ditional burial ri9ht has been purchased.
- H. Interments, entombment's, or inurnments can be made only by cemetery personnel when properly authorized by the Association management.
Tents, decorations, fixtures, or mechanical devices required for a burial service shall be provided by Oneota Cemetery unless otherwise approved in writing by the cemetery management.
- J. All funeral processions and vehicles related thereto upon entering the cemetery shall be subject to the direction of cemetery personnel.
- K. A burial or cremation permit from the Minnesota Department of Health must accompany all bodies brought to the cemetery.
- L. A casket within the confines of the cemetery which contain any remains will not be opened except for cremation without the proper authorization from the next of kin, a family representative of the deceased, or a court order.
- M. The Association requires a minimum notice of forty-eighty (48) hours prior to an interment, entombment, or inurnment.

VIII. Reremovals

- A. Disinterment or reinterment within the confines of the cemetery shall be subject to the Rules and Regulations of Oneota Cemetery and to all State and Local laws.
- B. No disinterment or removal will be allowed, or made except by the authority, in writing, of the Owner of the lot in which the interment is made and by the legal next of kin of the decedent and/or by a court order.
- C. All disinterments and/or reinterments within the cemetery must be made by Association employees.
- D. All costs related to a disinterment and reinterment must be paid for in advance.
- E. Oneota Cemetery Association will exercise the utmost care in making a removal but will not be liable for damage to casket or burial container or urn. When a decision by the Association management requires a new outside container, the cost must be paid for by the person arranging for the removal.
- F. A disinterment by the heirs, beneficiaries, or other claimants so that the property may be sold or used for personal gain is not permitted.
- G. In all cases, wherein cremains are to be removed from the Oneota Cemetery, the Association will require its receipt form to be signed by the person authorized to make the removal or his agent.

- H. When remains are removed from the cemetery, a permit from the local health department is required in addition to the authorization of the Lot Owner and by the legal next of kin of the decedent and/or by a court order.

When the coroner, a court, or other properly authorized authority requests a disinterment, a certified copy of the order directing such action must be filed with the Association in advance. The Association assumes no liability for any claims resulting from such a disinterment.

IX. Mausoleums, Lawn and Garden Crypts, Tombs, and Sarcophagi

- A. The construction or placement of any private mausoleum, tomb, or sarcophagi will not be permitted without the approval of the Association for the design, construction specifications, and location of the proposed structure. Approval will require the establishment of a Special Care Fund with a third party trust, in an amount acceptable to the Association which in any case shall not be less than 10% of the total cost of the structure.
- B. The Association requires that a set of keys to a private Mausoleum or structure be left at the cemetery office.
- C. All remains to be entombed in any above ground crypt or any similar such structure shall be placed in a durable rigid container approved by the Association.
- D. All bodies to be entombed in any above ground crypt or other such structure must be properly embalmed.
- E. All entombment's and/or placement of cremation urns will be made by only Association personnel.
- F. All cremated remains to be entombed in an above ground structure must be placed in an urn of a rigid, permanent, non-combustible, heat resistant material approved by the Association and of a size that can be accommodated in the space for which it is intended.

X. Oneota Memorial Chapel

- A. The Oneota Memorial Chapel is available for funeral or memorial services Monday through Saturday according to specified schedules established by the Association. No services will be held on Sundays or the legal holidays of Christmas, New Year's Day, Memorial Day, July 4th, Labor Day, or Thanksgiving.
- B. Reservations to use the Chapel must be made in advance through the Association office. Each service shall be scheduled for a period of 1 hour and the Chapel must be vacated within this time unless prior arrangements have been made with the Association.
- C. The Chapel is reserved for only one service period except if special arrangements are made.
- D. There is no charge for the use of the Chapel provided the burial takes place in Oneota Cemetery. A charge will be made for the use of the Chapel when:
 - 1. The interment, or entombment does not take place in the Oneota Cemetery.
 - 2. When the Chapel is reserved for more than one reservation period.
- E. When a funeral service is to be held in the Chapel, it must be supervised by a duly licensed funeral director.

- F. All memorial services must be supervised either by a duly licensed funeral director or by Association personnel. If supervised by Association personnel, a fee will be charged.
- G. The charges made by the Association for the use of the Chapel or conducting the service does not include any arrangements or payments for any service performed by persons other than Association personnel.

XL Permanent Care of Cemetery Properties

- A. The permanent care of the entire cemetery is assumed by the Association and in general includes such things as the mowing of the grass, raking of fallen leaves, maintaining the roadways, water systems, and cemetery buildings and the care of trees, shrubs, and flowers that may have been placed by the management. It does not include the maintenance or replacement of the landscaping, plantings, shrubs, or any fixtures placed on a lot by the Owner.
- 1. To perpetuate the permanent general care of a non-profit cemetery such as Oneota, the State Law requires that a percentage of the monies received from all lot or niche sales be placed in a Permanent Care and Improvement Fund. The income derived from this fund is used to defray the cost of the general care and maintenance of the cemetery.

XII. Lot Decorations

- A. Fresh floral bouquets in approved unbreakable vases are permitted at any time. The use of glass or china jars, tin cans, or other unapproved containers on the cemetery grounds is prohibited and is subject to immediate removal by the Association.
- B. Fresh evergreen wreaths are permitted from November 15th through the Christmas season and will be removed from the grounds during the Spring cleanup or when they become unsightly.
- C. Thatching of the graves with evergreen boughs or other materials is not permitted.
- D. Potted plants are permitted only for the Memorial Day holiday and will be removed on the fourth (4) day thereafter.
- E. The use of any flag or flag holder on a Lot is permitted only for the Memorial Day holiday.
- F. A charge will be made by the Association for placing floral or evergreen pieces on Lots when delivered to the cemetery at times other than for a funeral service.
- G. Artificial flowers, plants, wreaths, or other artificial decorations are not permitted and will be subject to immediate removal.
- H. Signs, decorations, and ornamentation of questionable taste or of a possible offensive nature to visitors or others will be removed.

XIII. Plantings

- A. No flowering plants, shrubbery, or trees of any kind are permitted to be cultivated on any lot without the expressed written consent of the Association and only after the establishment of a Special Care Endowment Fund managed by a third party trust for the special care of same.

- B. No enclosure of any kind, such as a fence coping, hedge, or ditch shall be permitted around any grave or lot. Grave mounds will not be allowed and no lot shall be raised above the established grade.
- C. The Association will not be responsible for damage to or loss of plantings, cut flowers, potted plants, wreaths, trees, or other decorations caused by the elements, thieves, vandals, disease, or other causes beyond its reasonable control.
The Association reserves the right to remove all floral decorations, trees, shrubs, or plants when they do not conform to the Rules and Regulations, or which become unsightly, overgrown, dangerous or diseased on the lot on which they are situated or to any other lot, path, or roadway. Failure to give proper care shall constitute an order and approval to remove same.
- E. The planting of trees, shrubs, or plants to embellish a family monument will not be permitted on the monument lot.
- F. Trees on sold lots shall not be removed to make additional burial space. No person shall be deprived, however, of the reasonable use of his lot because of the interference of any tree or shrub planted subsequent to the purchase of the lot.
- G. The Association may at its discretion plant shrubs or trees on any lot in order to enhance the beauty of the cemetery. However, if planted after the lot had been sold and it is determined that it would interfere with a future burial it will be removed at no expense to the Lot Owner.

XIV. Cut Flower Vases

- A. Approved temporary metal, or plastic cemetery vases for cut flowers may be used at any time. They will be removed from the lot when the flowers become wilted.
- B. Approved permanent type cut flower vases manufactured of bronze, aluminum, or other durable metals are permitted to be installed on any lot.
- C. All permanent flower vases must be of the type and style that invert when not in use. When, inverted, the top portion of the vase will be at or below the surface of the ground.
- D. Only one cut flower vase is permitted to be installed for each family lot and in a place and position determined by the Association. Two vases are permitted in conjunction with a monument when they are mounted within the confines of the monument base.
- E. Cut flower vases must be used for fresh cut flowers only. No potted plants, artificial flowers, plants, or other decorations will be permitted in the vase.
- F. When the flowers in a cut flower vase become wilted or unsightly or in the judgment of the Cemetery do not contribute to the beauty of the area, the cemetery reserves the right to remove the flowers and place the vase in an inverted position.
- G. No cut flower vase or any portion thereof shall be removed from the lot or the cemetery except by written consent of the Lot Owner and approval of the Association or unless instructed to do so by management.
- H. The Association will exercise all feasible care to protect all cut flower vases but the Association will not be responsible for damage to or loss of flower vases caused by the elements, thieves, vandals, or other causes, beyond its reasonable control.

1. Should any cut flower vase become unsightly or in need of repair, the Association shall have the right to remove, replace, or repair it. Any expense of removal, replacement, or repair of a cut flower vase shall be the responsibility of the Lot Owner unless the cause of the loss or damage to the cut flower vase was within the reasonable control of the Association.

XV. Flower Baskets

- A. The use of approved flower baskets for growing plants is permitted only with the consent of the Association.
- B. The Association reserves the exclusive right to reject all flower baskets which do not conform to their Rules and Regulations.
- C. Baskets must be of standard design (woven weave or sand cast) and shall weigh no more than 25 lbs planted, and have no protrusion other than plants.
- D. The Association reserves the right to determine the size and style of the basket to be used, the location on the Lot wherein it is to be placed and the color of basket so that it will compliment the decor of the cemetery.
- E. Baskets must have 4 legs (3 to 5 inches high) and 2 handles.
- F. Baskets must be properly filled with live plants.
- G. The Association reserves the right to remove, replace, or repair any flower basket if, in its opinion, it has not been properly filled, watered, or painted; is cracked, broken or generally neglected and determined to be a detriment to the cemetery. Any expenses involved shall be the responsibility of the Lot Owner unless the cause of the loss or damage to flower basket was within the reasonable control of the Association. If the care of the flower basket is covered by a Basket Care Fund, the expense may be charged to the account if sufficient funds are available.
- H. Baskets will be moved every 10 - 14 days for mowing. Baskets must remain as arranged for maintenance purposes.
- J. One basket will be allowed per family lot.
- K. Baskets shall be allowed from approximately Memorial Day through September 15. No rods, spikes, stakes or shepherds hooks are allowed at anytime.
- L. No artificial plants, flowers, shrubs, or decorations will be permitted to be used in any flower basket. Such use will constitute an improper filling and subject the basket and flowers to immediate removal from the lot.
- M. No flower basket or portion thereof shall be removed from the lot or the cemetery except by written consent of the Lot Owner and approval of the Association or unless instructed to do so by management.
- N. The Association will exercise all feasible care to protect all flower baskets but the Association will not be responsible for damage to or loss of the flower baskets or plants or flowers contained therein caused by the elements, thieves, vandals, disease or other causes beyond its reasonable control.
- U. All flower baskets being filled and maintained by the Association via a Basket Care Fund requires them to be watered during the summer months for which a yearly charge is made.

XVI. Inurnments

- A. All cremated remains placed in an above ground columbarium structure must be in an approved container that is of a size that can be accommodated in the space for which it is intended. All in ground inurnments must be in a rigid, crush proof approved container. Glass, tin, wood, ceramic, plastic, do not constitute an approved container. No scattering of ashes is allowed at any time.
- B. The Association will at its own expense without any liability correct any error made by any of its employees in placing or determining the location of any flower urn or cut flower case.
- C. A niche shall not accommodate the cremated remains of more than two human beings.
- D. Engraving costs of niche front doors will be the responsibility of the niche owner subject to the following:
 - 1. The Cemetery Association will select the engraver.
 - 2. The engraving style and size will be selected by the Association.
 - 3. The inscription will be limited to 5 lines.
 - 4. Inscription will be limited to surname, first name, and initial, year of birth and death. Any additional space may be used to designate relationship status only.

XVII. Memorial Dealers

- A. A contractor employed to deliver, construct, install, letter, clean, or do repair to memorials will be under the supervision of the Association.
- B. All such work shall be done and completed only during the normal working days of Monday through Friday between the hours of 8:00 A.M. to 4:30 P.M.
- C. No work will be permitted on legal holidays, Saturdays, Sundays, or before or after the normal working hours unless special permission has been secured from the Association.

XVIII. Monuments and Markers

- A. All monuments and markers are subject to cemetery rules and regulations and may not be placed until graves and burials are paid for in full.
- B. All monuments and markers must be set under supervision of the cemetery superintendent.
- C. Monuments shall be limited to one per family lot and markers to one per single grave lot.
- D. No other monument or marker material shall be allowed other than granite. Marble or bronze shall only be allowed in cases of duplicating on old lots. All granite on lot must match. Except in the case of V.A. markers where Georgia Gray is allowed on any grave or lot.
- E. Markers must be set level with adjacent terrain and lawn.
- F. Markers (stones that are flush with the surface of the ground) shall be of the following dimensions:

Single grave markers - 12" X 24" X 4"

On 2-grave lots Dbl. Mark. - 14" X 42" X 4"

- G. All monuments and double markers shall be aligned longitudinal to the head end of lots and single markers to foot end of lot except in single grave areas where only single markers are allowed and shall be placed longitudinal to the head end of the grave.
- H. All monuments and markers must be set upon foundations constructed by cemetery personnel at a reasonable cost available at the cemetery office.

Monuments (stones that come above the surface of the ground) on lots of no less than two graves in a monument row shall have a base size no greater than 14" X 42" and all bases must be 8" high and have rustic sides. The upright portion of the monument shall be no higher than 36". On lots larger than two graves, larger monuments must have written approval from cemetery management.
- J. All monuments and markers are and shall remain the property of the purchaser or owner and the responsibility for maintenance care and other liability shall remain with the purchaser or owner. The cemetery management shall not accept responsibility or liability for setting, maintenance or other care of the monument while on display within the cemetery.
- K. If any monument, memorial, or inscription is determined by the Association to be offensive, improper, or injurious to the appearance of the surrounding lots or grounds, the Association reserves the right to enter such plot and cause the removal of the offensive or improper object or objects. The Association also reserves the right to correct an improper inscription, including an incorrect name or date, whether on the memorial or on the container for cremate remains, if the Association deems to do so.

XIX. Independent Contractors

A Lot Owner or a Contractor who is employed to construct, install, clean, letter, engrave, or repair memorials; deliver/or install burial vaults; trim trees, landscape, plant, decorate or do other similar work within the cemetery grounds is subject to the control of the Association and the following Rules, Regulations, and Procedures must be followed and adhered to:

- A. All such work shall be done and completed only during the normal working days of Monday through Friday between the hours of 8:00 A.M. to 4:30 P.M. No work will be permitted on legal Holidays, Saturdays, Sundays, or before or after the normal working hours unless special permission has been secured from the Association.
- B. A "Work Permit" must be obtained from the Association's main office each day they plan to be on the premises installing memorials or doing other work. Appointments to do so must be made in advance.
- C. The "Work Permit" will be issued only after each Lot Owner or Independent Contractor has:
 1. Signed an Agreement of Indemnity.
 2. Presented Certificates of Liability and Property Damage Insurance in force.
 3. Presented a list (when a memorial is to be installed, cleaned, lettered, or worked on) with the name on the memorial, the size and type of material, and the location where the work is to be performed.
 4. Presented the Lot Owners written authorization to do whatever work is to be performed on the lot.

5. Paid whatever Service and Inspection fee charged by the Association for each marker, monument, or vase that is to be installed or for any other work that may be performed.
- D. No work will be permitted near or in the vicinity of any burial service that is in progress or about to take place.
- E. When a memorial is to be installed, the exact position of where it is to be installed on the lot must be located and staked out by the Lot Owner or Contractor and approved by the Association before any excavation is begun.
- F. All memorials must be inspected and approved by the Association before they are permanently installed. All landscaping and planting plans must be approved by the Association before the work begins.
- G. All markers and vases must be installed flush with the ground and can only be installed after the grave has been sodded.
- H. The thickness of the concrete slab for all monuments must be a minimum of 4 inches thick with reinforcing wire or rod. The thickness of the concrete slab for all double markers must be a minimum of 4 inches thick with reinforcing wire or rod. Tarps must be used to catch the excavated or spilled dirt and all excess dirt and sod must be removed from the premises of the cemetery.
- J. All concrete slabs must have a ratio of sand to cement of at least three (3) to one (1) and have reinforcing wire or rod.
- K. All backfill must be tamped, resodded, and watered and all memorials must be cleaned off.
- L. The Lot Owner or Contractor must furnish all the equipment, materials, and labor necessary for proper installation, cleaning, lettering, landscaping, planting, or whatever type of work is to be performed.
- M. Motorized vehicles must remain on the roadways and any handpowered equipment must have pneumatic tires. Planking must be used whenever the ground is soft.
- N. All of the above Rules, Regulations, and Procedures also apply to any pre-need markers that are installed. Once the burial has been made and the marker is to be reinstalled, the same procedures must be repeated.
- O. Pre-need vases are not permitted.
- P. The coloring, painting, enameling, lacquering, or bronzing of letters or other parts of the memorial on bronze work is prohibited except by special written permission of the Association.
- Q. These Rules, Regulations, and Procedures must be used in conjunction with the General Regulations and Specifications for Memorial Work, copies of which are available at the Main Office of the Association.
- R. To deviate from the above Rules, Regulations, or Procedures in any way will not be permitted unless written permission has been obtained from the Association. Failure to comply will automatically revoke the Work Permit and the permission that had been granted to be on the premises working as an Independent Contractor.

Approved and adopted by the Oneota Cemetery Association
this _____ day of _____ , 1998