

# **PARK LAWN LIMITED PARTNERSHIP**



*Since 1892*

## **BY-LAWS**

*Effective January 1, 2026  
(As Amended)*

**RIVERSIDE CEMETERY  
AND CREMATORIUM  
ETOBICOKE**



**SANCTUARY PARK CEMETERY  
ETOBICOKE**



**WESTMINSTER CEMETERY,  
MAUSOLEUM AND CREMATORIUM  
NORTH YORK**



**FOREST LAWN MAUSOLEUM  
AND CREMATORIUM  
NORTH YORK**



**HILLCREST CEMETERY  
WOODBIDGE**



**PARK LAWN CEMETERY, MAUSOLEUM  
& CREMATION CENTRE  
ETOBICOKE**

Owned and operated by:  
**PARK LAWN CORPORATION**

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## PREFACE

The following By-laws have been adopted for the mutual protection of the Interment Rights Holders and all Park Lawn Limited Partnership Cemeteries (the “Cemetery”). All Interment Rights Holders, visitors, contractors and other people within the Cemetery, and all Interment Rights sold therein, shall be subject to these By-laws as they now exist, and as the same may be reasonably hereinafter amended or altered by the Cemetery. Any reference to these By-laws in any purchase agreement entered into by the Cemetery, or an Interment Rights Certificate issued by the Cemetery shall have the same force and effect as if set forth in full therein. Compliance with these By-laws ensures the safety of our families, guests, and employees, and the maintenance of proper Cemetery operations.

The Cemetery expressly reserves the right to adopt new By-laws, or to amend, modify, or repeal any article, section, paragraph, or sentence of these By-laws as they deem necessary for the care of the Cemetery and the protection of Rights Holders. These By-laws do not constitute all the rules and regulations of the Cemetery, but only those most pertinent to the Rights Holders and visitors. Further, the Cemetery reserves the right, without notice, to make exceptions, suspensions or modifications in any of the By-laws when, in its judgment, the same appear advisable, and such temporary exceptions, suspension or modifications shall in no way be construed as affecting the general application of such and shall not be considered as a waiver of the right of the Cemetery as set out herein.

Copies of these By-laws are also available in the Cemetery office during office hours and on each Cemetery’s website. Please contact our office should you have questions concerning these By-laws.

**Please read these by-laws in full.**

## **HISTORY OF PARK LAWN LIMITED PARTNERSHIP**

*In 1892 Riverside Cemetery Company was established in Toronto. For over 100 years, Riverside Cemetery has provided Cemetery services as one of west Toronto's finest and best cared for non-denominational burial grounds.*

*In 1965, Riverside Cemetery Company established Riverside Crematorium within the ten-acre Riverside Cemetery to serve the increasing number of families choosing cremation.*

*In 1972, Riverside Cemetery Company acquired secluded Westminster Cemetery; a 35-acre established burial ground located in a picturesque setting in North York surrounded by parklands.*

*In 1975 Westminster Crematorium was established and began operations with the most modern cremation facility in Ontario.*

*In 1977, Riverside Cemetery Company amalgamated with the owners of the 19-acre Sanctuary Park Cemetery across Royal York Road from Riverside Cemetery to form Westside Cemeteries Limited.*

*In 1980, Forest Lawn Crematorium was built on a portion of the land, where in 1911, Forest Lawn Mausoleum was established. This 3-acre property was acquired in 1977.*

*In 1984, the 9-acre Hillcrest Cemetery in Woodbridge was acquired to serve this fast-growing area.*

*In 2002, Westside Cemeteries Limited was acquired by Park Lawn Cemetery and Park Lawn Limited Partnership (PLLP) was formed.*

# **PARK LAWN LIMITED PARTNERSHIP**

## **BY-LAWS**

### **RIVERSIDE CEMETERY AND CREMATORIUM**

1567 Royal York Road, Etobicoke M9P 3C4

Tel: (416) 241-0861

Fax: (416) 243-8824

### **SANCTUARY PARK CEMETERY**

1570 Royal York Road, Etobicoke M9P 3C3

Tel: (416) 244-9891

Fax: (416) 243-8824

### **WESTMINSTER CEMETERY**

#### **MAUSOLEUM AND CREMATORIUM**

5830 Bathurst Street (North of Finch Avenue)

North York M2R 1Y6

Tel: (416) 665-2015

Fax: (416) 665-0751

### **FOREST LAWN MAUSOLEUM AND CREMATORIUM**

4570 Yonge Street, North York M2N 5L6

Tel: (416) 225-3345

Fax: (416) 225-6005

### **HILLCREST CEMETERY**

Woodbridge

(Mailing Address)

1567 Royal York Road, Etobicoke M9P 3C4

Tel: (416) 241-0861

Fax: (416) 243-8824

### **PARK LAWN CEMETERY, MAUSOLEUM & CREMATION CENTRE**

2845 Bloor St W, Etobicoke, ON M8X 1A6

Tel: (416) 233-9901

Fax: (416) 233-8155

## 1.0 - DEFINITIONS

**Burial/Interment:** The opening and closing of a Lot or Grave (in ground) for human remains or cremated human remains.

**By-laws:** The rules and regulations under which the Cemetery operates.

**Care and Maintenance Fund:** As a requirement under provincial legislation, a portion of the purchase price of an Interment Right, the foundations for Monuments and the setting of Markers, or the building of private Mausoleums or Columbariums is contributed to an irrevocable trust fund, the income of which is used to provide general care and maintenance of the Cemetery. It does not provide for the planting of shrubs or flower beds on the Lots, nor does it provide for the pruning of any shrubs. Minor scraping of a marker or monument base by mowers is considered normal wear and tear. Contributions to the Care and Maintenance Fund are not refundable after the expiration of the 30-day cooling off period. Examples of routine maintenance services covered by the Care and Maintenance Fund include:

- Re-levelling and sodding or seeding of Lots or Graves;
- Maintenance of Cemetery roads, sewers, and water systems;
- Maintenance of perimeter walls and fences;
- Maintenance of Cemetery landscaping;
- Maintenance of mausolea and columbaria; and
- Repairs and upkeep of Cemetery maintenance buildings and equipment.

**Columbarium:** An outdoor structure containing individual compartments or Niches for the placement of human cremated remains.

**Crypt:** An individual compartment in a Mausoleum for the Entombment of human remains.

**Disinterment or Removal:** The removal of human remains, including cremated human remains, from a closed or sealed Grave, Lot, Niche or Crypt.

**Entombment:** The opening and closing of a Crypt for the placement of human remains, inurnment, or the opening and closing of a Niche for the placement of cremated human remains.

**Grave or Lot:** An Interment Right that allows for the interment of a child, adult or cremated human remains and is defined in the Interment Rights Certificate.

**Interment Right:** The right to require or direct the Interment, Inurnment, or Entombment of human remains or cremated human remains in a Grave, Lot, Niche, or Crypt and to authorize memorialization.

**Interment Rights Certificate or Deed:** The document issued by the Cemetery to the Interment Rights Holder once the Interment Right has been paid in full, identifying ownership and authority over the specific Interment Rights.

**Interment Rights Holder/Rights Holder:** The person(s) authorized or entitled to direct the interment or Removal of human remains, cremated human remains and the associated memorialization in an Interment Right as registered in the Cemetery records. Interment Rights Holders purchase the right of burial or interment in the Cemetery, but not ownership of the land. Interment rights are inherited from the original purchaser to their Next of Kin unless otherwise specified in the original purchaser's will. The Cemetery retains all ownership of the land in the Cemetery and has the sole exclusive right to remove anything against the by-laws at any time or make changes to the grounds at any time without notice.

**Marker:** A flush and level ground memorial of bronze or granite affixed or intended to be affixed to a Grave or Lot and may be used to indicate the location of a Burial.

**Mausoleum:** A structure or building containing individual compartments or Crypts for the placement of human remains.

**Memorials:** All Markers or Monuments, Columbarium Niche or Mausoleum Crypt fronts and any other form used to inscribe the names of individuals buried or interred within the Cemetery.

**Monument:** A permanent, upright (above-ground) Memorial of granite installed on a Lot on a concrete foundation or other in ground support.

**Niche:** An individual compartment in a Mausoleum, Niche Bank, or Columbarium for the Inurnment of cremated human remains.

**Purchaser:** The individual purchasing the Interment Right(s), products or services. The Purchaser does not hold or maintain the right to direct Burials, Entombments, cremated remains or memorialization unless they are registered as the Interment Right Holder(s) and are so named on the Interment Rights Certificate.

## 2.0 - GENERAL INFORMATION

The Cemetery reserves full control over the Cemetery operations and management of land within the Cemetery grounds. **The Cemetery retains all ownership of the land in the Cemetery and has the sole exclusive right to remove anything against the by-laws at any time or make changes to the Cemetery grounds at any time without notice.** Interment Rights Holders and public visitors enjoy the use of the Cemetery at their own risk and shall be governed by the following general rules:

**2.1 DAMAGE TO PROPERTY:** No person may damage, destroy, remove, or deface any property; including, without limitation, break or remove any flowers, either wild or cultivated, or any tree, shrub, or plant, or write up, deface, or in any way, injure any Monument, fence or other structure or property in or belonging to the Cemetery. Vandals will be prosecuted to the fullest extent of the law.

**2.2 VEHICLES:** Vehicles within the Cemetery shall be driven with due decorum at a speed not to exceed 15 kilometers per hour and shall not leave the roadways. Proprietors of vehicles shall be responsible for any damage done by them or their drivers.

**2.3 IMPROPER CONDUCT:** All visitors should conduct themselves in a quiet manner that shall not disturb any service being held. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates these By-laws, may be expelled from the grounds.

**2.4 ANIMALS:** Dogs and other domestic animals are permitted in the Cemetery but must always be on a leash. All owners are responsible for picking up after their animals and respecting the property of others. **The Cemetery retains the right to remove any animal from the premises at any time for any reason.**

**2.5 BICYCLES AND POWER-ASSISTED BICYCLES:** To ensure the safety of the Cemetery's employees and visitors, bicycles and power-assisted bicycles must be operated in a safe and proper manner that respects the sanctity of the Cemetery and only operated on Cemetery roads at a speed less than 15 kilometers per hour. Bicycle racing is strictly prohibited.

**2.6 SKATEBOARDS, SCOOTERS, AND ROLLERBLADES:** The use of skateboards, scooters, and rollerblades are strictly prohibited within the Cemetery.

**2.7 PHOTOGRAPHING, FILMING or VIDEO-TAPING:** Photographing, filming, or video-taping of any part of the Cemetery may only take place with the prior approval of the Cemetery.

**2.8 CHILDREN OR MINORS:** Persons not of legal age are not allowed in the Cemetery except in the charge of an adult who shall be responsible for the child(ren)'s conduct at all times.

**2.9 SOLICITING AND GRATUITIES:** Advertising, canvassing, soliciting, or distributing business cards in the Cemetery is prohibited.

No gratuities shall at any time be given to any Cemetery employee, nor shall any reward be given for any personal services or attention.

**2.10 SPECIAL EVENTS:** The Cemetery staff are empowered and are required to preserve order and decorum in the Cemetery. No organized activity or event is permitted in the Cemetery without prior consent, including, without limitation, public memorial services, parades (other than funeral processions), political rallies, social events, or recreational activities.

**2.11 COMPLAINTS:** Any complaints by Interment Rights Holders or visitors should be made at the Cemetery office and not to workers on the grounds.

**2.12 LIABILITY:** The Cemetery shall take reasonable precaution to protect Interment Rights Holders and the Interment Rights within the Cemetery from loss or damage; but expressly disclaims all responsibility for any loss or damage from any articles or property that violate the By-laws, or any loss or damage from causes beyond its reasonable control, and specifically, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosion, unavoidable accident, invasion, insurrection, riot or order of any military or civil authority whether the damage by direct or collateral. Minor scraping of a marker or monument base by mowers is considered normal wear and tear.

The Cemetery's liability, if any, shall be limited to the extent of the damage caused, and fully satisfied by a reasonable effort to correct the same or by refunding monies paid to and received by it.

**2.13 ERRORS:** The Cemetery reserves and shall have the right to correct any errors that may be made in the Cemetery under its control, in making Interments, Disinterment or Removals or in the description, transfer or conveyance of any Interment Rights, either by canceling such conveyance and substituting and conveying in lieu thereof other Interment Rights of equal value and similar location as far as possible, or by refunding the amount of money paid on account of the said purchase. When the error involves the Interment of the remains of any person in such property, the Interment Rights Holder of said property should be notified and permission to correct the error obtained. The Cemetery shall also have the right to correct any errors in an inscription, and without limiting the generality of the forgoing, the inclusion of an incorrect name or date. The Cemetery disclaims any and all responsibility for establishing the identity of the person to be interred or entombed.

**2.14 NOTICES:** All notices required to be given to Interment Rights Holders may be given personally or may be mailed to the Rights Holders or their legal representatives, at the last post office address appearing in the books of the Cemetery. It is the sole responsibility of all Rights Holders to notify the Cemetery of any changes of address in writing.

**2.15 PUBLIC REGISTER:** Provincial legislation requires all Ontario cemeteries to maintain a public register that is available to the public during regular office hours. The Cemetery will provide the location of a decedent to anyone who can provide the information required to find

the location. Any additional information is only provided to the Interment Rights Holder of the lot the decedent is resting in.

**2.16 RIGHT TO RE-SURVEY:** The Cemetery expressly reserves the right at any time, in accordance with applicable laws, to: (i) re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways, or roads, alter in shape, or size, or otherwise change all or any part of the Cemetery; (ii) lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives; and (iii) create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other Cemetery purpose provided that no Burials or sale of Interment Rights have taken place in these areas.

**2.17 ROADS, DRIVEWAYS AND WALKWAYS:** No easement or right of interment is granted to any Interment Rights Holder in any road, driveway or walk way within the Cemetery, but such road, driveway or walk way may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, driveway or walk way to that purpose.

**2.18 MAUSOLEUM AND NICHE BANK FLOORS TO BE KEPT CLEAR:** Items on the floor in front of mausoleum crypts, indoor niche banks, or on the ground in front of outdoor columbariums are expressly forbidden. Items left on the ground or floor will be discarded without notice.

## **3.0 - SALE AND TRANSFER OF INTERMENT RIGHTS**

**3.1 PRICE AND TERMS:** Interment Rights in Lots, Graves, Crypts, and Niches shall be sold by the Cemetery at such prices set forth on the price list in effect at the time of sale. No Burial, Entombment, Scattering, Monument, Marker, inscription or memorialization is permitted until payment is made in full.

**3.2 FORM OF CERTIFICATE:** Interment Rights shall be conveyed by such form of Interment Rights Certificate as may from time to time be adopted by the Cemetery and such Interment Rights Certificate shall be subject to the existing By-laws. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment is made in full.

**3.3 CANCELLATION OF INTERMENT RIGHTS WITHIN 30 DAYS:** Within thirty (30) days of signing the Interment Rights contract, the Purchaser may cancel the Contract by providing written notice of the cancellation to the Cemetery. If paid in full, the original Interment Rights Certificate must be surrendered to the Cemetery. Upon receiving written notice from the Purchaser, the Cemetery will cancel the contract and issue a refund to the Purchaser for payments received for the Interment Right. No administrative fee will be charged.

**3.4 NOTICE OF RESALE OR TRANSFERS AFTER 30 DAYS:**

The Cemetery permits the public sale of Interment Rights. Until the Interment Right is paid in full, the Purchaser retains the right to cancel the contract but cannot resell as they do not yet own the Interment Right. To ensure the correctness of records of ownership of rights and interments, no sale or other transfer of rights or of any interest therein, shall be binding upon the Cemetery until a transfer has been lodged with the Cemetery which notice shall specify the name, address and any other information of the proposed transferee requested by the Cemetery, and such particulars shall be recorded in a register kept for that purpose. All applicable paperwork must be completed and given to the Cemetery before any transfer can take place including the original Interment Rights Certificate which must be surrendered to the Cemetery. Upon acceptance of all changes, a new Interment Rights Certificate will be issued to the transferee. All costs, including transfer fees, must be paid in full before a transfer can take place. No transfer will be deemed complete until the Cemetery has been notified. All memorialization must be removed before the Interment Right can be resold. The Purchaser or Interment Rights Holder(s) are not entitled to resell an Interment Right if any portion of the Interment Right is currently being utilized.

**3.5 PROOF OF INHERITANCE:** As soon as possible after the death of the Interment Rights Holder, the matter of future ownership and authorization should be taken up with the Cemetery.

**3.6 FIRST RIGHT TO EXCHANGE:** This program allows families to potentially exchange their interment rights in the crypt or niche listed on their contract (the “Existing Crypt” or “Existing Niche”) and on the First Right To Exchange document (the “FRTE document”) to a crypt, lot, or niche in Mausoleums or Columbariums not yet completed (the “New Mausoleum” or “New Columbarium”), on completion of its construction (the “Desired Crypt” or “Desired Niche”) if desired at that time. To participate in this program, both documents must be signed at the time of purchase and is only available for the select building projects.

**3.7 PRIVATE COLUMBARIA IN MEMORIALS:** Private columbariums are allowed by manager approval only and must meet Cemetery security requirements.

**3.8 CARE AND MAINTENANCE FUND:** Pursuant to provincial legislation, a portion of the purchase price of all Interment Rights, and a prescribed amount for Monuments and Markers is contributed into a Care and Maintenance Fund. The funds are invested, and the income derived is used solely for the care, maintenance, security and preservation of the Cemetery. Refer to 1.0 definitions for more details.

## 4.0 - INTERMENTS

### **4.1 AUTHORIZATION AND INFORMATION REQUIRED:**

For each Burial or Entombment of human remains, the Rights Holder must enter into a contract, providing such information as may be required by the Cemetery for the completion of the contract. The Cemetery will not be responsible for any errors resulting from incorrect or lack of specific information.

### **4.1.1 WRITTEN PERMISSION OF INTERMENT RIGHTS**

**HOLDER:** Interment Rights Holder(s) may be required to visit the Cemetery office and provide written direction and authorization prior to a Burial or Entombment taking place. Should the Interment Rights Holder be the deceased, direction must be provided in writing by the next of kin or estate executor.

### **4.1.2 PROOF OF REGISTRATION OF DEATH:**

A Burial permit issued by the Registrar General or equivalent document showing that the death has been registered must be provided to the Cemetery office on the day of the Burial. An original Certificate of Cremation must be submitted to the Cemetery office before a Burial of cremated remains may take place.

**4.1.3 INFORMATION REQUIRED:** For each Burial or Entombment of human remains, the Purchaser or Rights Holder must enter into a contract, providing such information as may be required by the Cemetery for the completion of the contract, and the public register, in accordance with provincial legislation.

**4.1.4 PAYMENT:** Payment in full must be made to the Cemetery before a Burial, Inurnment, or Entombment may take place.

### **4.1.5 AUTHORIZATION OF SOCIAL SERVICES AGENCY:**

Written instruction from a social services administrator must be submitted to the Cemetery office before a Burial assisted by a Social Services Agency may take place.

**4.2 TELEPHONE ORDERS:** Where orders for Interments are given by telephone, the Cemetery will not be responsible for any errors or misunderstandings that may arise. The telephone order must be confirmed in writing before the Interment takes place and signed by the Interment Rights Holder(s) or their legal representative.

**4.3 NOTICE REQUIRED:** Notice of each Interment to be made shall be given to the Cemetery office at least eight business hours previous thereto.

**4.4 OPENING AND CLOSING OF INTERMENT RIGHTS:** No Grave, Crypt or Niche shall be opened for Interment, Entombment, or Disinterment by any person not in the employ of the Cemetery. Persons ordering Graves, Crypts, or Niches to be opened and closed, will be held responsible for charges incurred.

Every effort will be made to complete a Burial on the assigned day and time. If, due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's control, a Burial cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary set up, and the Burial shall be completed as soon as possible at a later time.

The Cemetery retains the right of passage over every Lot or Grave so that Cemetery operations may be performed effectively.

The Cemetery retains the right to temporarily relocate a monument or marker so that Cemetery operations involving the opening and closing of a Lot or Grave may be performed.

The opening of a Lot or Grave for Burial necessitates the temporary mounding of earth on adjacent Graves. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent Graves to their original condition as soon as possible following the closing of the Grave.

If the Interment Rights Holder(s) cancels the burial after the Lot or Grave has been opened and the Lot or Grave will need to be closed again before the rescheduled burial can take place the Opening and Closing fee must be paid as the work has been performed.

Funeral flowers, delivered to the Cemetery at the time of Burial, will remain on the Lot or Grave for approximately 5 days and will be removed at any time thereafter and disposed of by the Cemetery. Funeral flowers may be removed earlier if they become unsightly or are impeding Cemetery operations. Funeral flowers will be removed without notice.

**4.5 DEPTH OF EARTH OVER INTERMENT:** The outside container must be covered to a depth determined from time to time by applicable laws.

**4.6 NUMBER OF INTERMENTS IN ONE Grave:** As a rule, two casket Interments and three Inurnments are permitted in one adult casket Grave except in certain designated areas where only one casket Interment may be made in a Grave. In such cases, this condition will be noted on the records. A combination of cremated remains and caskets up to 5 decedents are allowed with a maximum number of caskets, either one or two, as indicated on the Interment Rights Certificate in each adult Grave. Cremation estate Lots will accommodate up to six inurnments. Cremation Lots will accommodate two or four inurnments as indicated in the record and on the Deed. Infant child Lots will accommodate 1 infant casket and two

urns. The specific dimensions of the urns or urn vaults may restrict allocations.

**4.7 REQUIRED EXTRA DEPTH:** When two Interments are to be made in a Grave, one on top of the other, additional charges may apply.

**4.8 CONTAGIOUS DISEASE:** It is a legal requirement that the Cemetery be notified that a death is a result of a contagious disease, prior to arrangements being made for the Burial or cremation. In the event that a contagious disease has been confirmed, the Cemetery reserves the right to adhere to recognized Health and Safety practices. The remains of persons dying from contagious diseases are not to be disinterred except with the approval of the Medical Officer of Health or other public officer. Any expenses incurred as a result will be borne by the Rights Holder(s). Human remains of persons who have died from contagious diseases will not be accepted for temporary storage.

**4.9 INCLUDED IN INTERMENT FEE:** The Interment fee includes the opening and closing of a Grave, use of lowering device, earth cover and other necessary services.

**4.10 OVERSIZE AND OUTER CONTAINER:** A service charge may be applicable where an outer container is used, or a casket is oversized or overweight. Casket size may disallow the use of an outer container or vault. The specific dimensions of urns or urn vaults may restrict allocations.

**4.11 ANIMALS:** Pets or other domestic animals, including cremated animal remains, are not allowed to be buried, entombed, or inurned on Cemetery grounds.

**4.12 DISINTERMENTS:** No Disinterments, including the lowering of remains, shall be made without the written consent of the local medical officer of health and the Interment Rights Holder. Removals may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next-of-kin. The Cemetery will not be responsible for damage to any casket, urn or container which occurs during the course of the Disinterment. Due to the length of time a casket or cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a casket, cremation urn or cremation container buried in a Lot or Grave. The condition of any casket, cremation urn or cremation container disinterred may be unstable, in which case, a new urn, casket or container may be required to facilitate Removal for which additional charges will apply. The Cemetery reserves the right to disallow any witnessing of the Disinterment, in its sole discretion, if health and safety risks are present.

**4.13 CLOSING OF THE CASKET:** Remains must be delivered to the Cemetery for Burial in a closed casket or container. **Under no circumstances may an employee of the Cemetery open or close a casket or container.** In the case of cremated remains, remains must be delivered to the Cemetery for Burial in a closed cremation urn or

container. The cremated remains will be buried in such cremation urn or container, or, at the written direction of the Interment Rights Holder(s), removed from the cremation urn or container and placed in a shallow excavation for burial within the Interment Right.

## 5.0 - MEMORIALS

**5.1 APPROVAL OF DESIGN:** No Marker or Monument shall be erected or placed on any Lot until its design and the plans and specifications relative to the material, construction, proposed location and all attachments and sculpture have been approved by the Cemetery in accordance with these By-laws.

**5.2 RESTRICTIONS:** Monuments are not permitted on Graves, Lots or Plots designated as “No Monument Lots”.

**5.3 INSCRIPTIONS:** The Cemetery requires the written consent of the Interment Rights Holder(s) and an order form detailing the inscription to be placed on the memorial prior to the placement of the inscription. No inscription shall be placed on any Marker, Monument, or Crypt front which is not in keeping with the dignity and decorum of the Cemetery.

No lettering will be allowed on the side of a Monument facing an adjoining Lot where there is not room for a Grave between the Monument and the boundary of the Lot. No lettering is allowed on the back of a Monument except for the family name except in rare cases where both Lots have the same Interment Rights Holder and obtain the approval of the Cemetery. Rights Holders understand that, in some instances, the view of family names on the back of a Monument could be blocked by the erection of a Monument on an adjacent Lot.

**5.4 MAXIMUM MEMORIALIZATIONS PER LOT:** No more than one Monument shall be erected on any Grave or Lot. A maximum of 2 memorializations is permitted per single Grave. One monument and one flat marker or two flat markers.

**5.5 SIZE OF MONUMENT:** The size of Monuments shall be governed by the size of the Lot as follows and subject to the approval of the Cemetery. Monuments for a single Grave may have a maximum base of 30” x 14” x 6”, and the die may be between a minimum 24” and a maximum 30” high and not less than 8” thick. Memorials for two Grave Lots must have a minimum base of 36” and not more than 60” x 14” x 6” and the die may be between a minimum of 30” and a maximum of 36” high and not less than 8” thick.

Three, four, five, and six Grave side-by-side Lot monuments require special approval by the Cemetery and may require approval by an engineer.

**5.6 THICKNESS OF MONUMENT:** Monuments exceeding 3 ft

and 6 inches in height shall increase one inch in thickness for every 12 inches or one foot or fraction thereof over 3 ft 6 inches in height. Neither the die stone nor any part of a Monument may exceed the length or width of the base. Larger monuments require special approval by the Cemetery and may require approval by an engineer.

**5.7 BRONZE OR GRANITE MARKERS:** One flat/foot Marker not exceeding 30" x 24" may be placed at each Grave. In the case of a side-by-side two-Grave Lot, the maximum size of a granite or bronze Markers permitted is 54" x 24" and will be placed at the foot end of the Lot centered over the two Graves except in sections where the marker is placed at the head of the Grave. Flat Markers must be a minimum of 4" thick, and not more than a maximum of 6" thick. Only Markers of granite or bronze are allowed.

**5.8 MARKERS ON LOTS IN NO MONUMENT SECTIONS:** On such Lots, two Markers not exceeding 30" x 24" may be placed on the Lot, one at the foot end and one at the head end of the Lot. Placement of markers can be changed only with the approval of the Cemetery.

**5.9 MARKERS ON INFANT AND CHILD GraveS:** Markers on infant and small children's Graves shall be a standard size of 10" x 16" to a maximum of 12" x 18".

**5.10 TOLERANCE IN DIMENSIONS:** A tolerance of one-quarter (¼) inch may be permitted over or under the specified dimensions of a Monument or parts of a Monument.

**5.11 BENCHES:** Seats or benches of granite to be used as Memorials may be permitted on approval of the design by the Cemetery. The setting for such benches must be installed by the Cemetery. If placed in the monument area, the bench will prohibit the placement of a monument.

**5.12 PRIVATE COLUMBARIA IN MEMORIALS:** Private columbariums are allowed by manager approval only and must meet Cemetery security requirements. All private columbariums in benches, monuments, or other memorials, require an Interment Rights Certificate to be generated by the Cemetery matching the Interment Rights Certificate of the associated lot(s).

**5.13 BOOK MARKERS:** Book or pillow markers will not be permitted.

**5.14 SETTING OF FLAT MARKERS:** All flat Markers shall be set in the ground by an employee of the Cemetery. Fees for setting the flat Marker must be paid in full prior to the marker being set.

**5.15 DOWELLING:** All die stones, columns, limbs, or crosses, etc. shall be adequately dowed to their bases unless the underside of each superstructure is of sufficient area in relation to its height to ensure stability.

**5.16 STATUARY:** Statuary will only be permitted by the Cemetery, in its sole discretion, under exceptional circumstances and only in designated Lots. The structure must be made of either granite or bronze.

**5.17 FOUNDATIONS:** Concrete foundations or other in-ground support structure are required for all Monuments and shall be installed by the Cemetery at the Rights Holder's expense. Foundations or in ground support will not be constructed until payment is provided in full for the such. The foundation of a Monument shall be built in the designated space and must be the exact dimension of the base of the Monument. If incorrect dimensions have been given on the application form, the foundation will be removed and rebuilt by the Cemetery at the expense of the Rights Holder. Concrete foundations will not be less than 60 inches deep and set flush and level at the low point of grade. The Cemetery reserves the exclusive right to construct all footings and foundations for private Mausoleum structures. A charge for this service will be collected from the Interment Rights Holder prior to the start of construction.

NOTE: Some conditions such as soil or hillsides may require more depth. Double depth Burials and single Lots may also require deeper foundations. This will be determined by the Cemetery at the time of submission of application. Some conditions such as temperature and weather may delay the construction of foundations.

**5.18 MONUMENTS OUT OF REPAIR:** Monuments out of repair shall be laid down for safety of the public and the Rights Holder shall be notified at the last known address on file with the Cemetery.

**5.19 MAINTENANCE AND REPAIR OF MONUMENTS AND MARKERS:** Should any Monument or Marker become unsightly, dilapidated, or present a risk to public safety because it has deteriorated to the point of becoming unstable, the Cemetery shall do whatever it deems necessary by way of repairing, resetting, or laying down the memorial or private mausoleum or any other remedy so as to remove the risk, and to preserve the dignity of the Cemetery. Any maintenance or restoration work will be the responsibility of the Rights Holder.

**5.20 RUBBISH PROHIBITED:** Rubbish shall not be thrown out on roads, walks or any part of the Cemetery grounds, and only in the receptacle bins placed throughout the Cemetery. ***DIGGING THROUGH RUBBISH RECEPTACLES FOR MEMORIALS, DECORATIONS OR ANY OTHER ITEM(S) IS STRICTLY PROHIBITED.***

**5.21 CUTTING SOD, MOVING MARKERS:** Only the Cemetery or contractors authorized by the Cemetery may cut or remove sod or soil or change the grading of a Lot or Grave or any surrounding area.

**5.22 IMPLEMENTS TO BE REMOVED:** Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Cemetery may remove the same and charge the expense to the Rights Holder.

## 6.0 - PERMITTED ARTICLES

**6.1 GENERAL:** The Cemetery is committed to supporting a broad array of religious and ethnic preferences and diligent to create a respectful and dignified resting place for the multi-cultural communities that we serve.

The Cemetery reserves the right to regulate the articles placed on Lots or Graves that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees, prevent the Cemetery from performing general Cemetery operations, or are not in keeping with the dignity and decorum of the Cemetery. Prohibited articles may be removed and disposed of without notification. To assist Interment Rights Holders, the following is a sample of articles that are prohibited from being placed on Lots or Graves within the Cemetery:

- Articles made of hazardous materials such as non-heat resistant glass, ceramics, or corrosive metals;
- Loose stones or sharp objects; or
- Trellises or arches.

Please contact the Cemetery office for clarification prior to purchasing or placing an article on an Interment Right.

**6.2 FREE STANDING CROSSES:** Free standing crosses are permitted for a maximum of 14 months after the burial. The Cemetery reserves the right to remove such crosses at any time without notice.

**6.3 CANDLE HOLDERS AND VASES ON MONUMENTS:** Candles and in ground candle holders are only permitted in designated locations adjacent to or on the base of a Monument and must not pose a safety concern. Approved samples are available in the Cemetery office. Candle holders and vases may constitute part of a Monument provided that they are made principally of bronze or stainless steel. If a translucent selection is necessary, it must be made of unbreakable, heat resistant glass or of a plastic material which is fire resistant. Candle holders and vases may only be attached to the top of the base portion of a Monument and will be included in determining the overall size of the Memorial. A maximum of two candle holders or vases or any combination thereof may be placed on the base of the Monument. They must be centered on the end or ends of the base. No one candle holder or vase may exceed 200 cubic inches in size and must adequately drain to prevent any collection of water. Candle holders must be fully enclosed on all sides by means of a door or lid. All attachments must be detailed on the respective monument diagram when submitting to the Cemetery office for approval. Candle holders may be incorporated on a granite base in the memorial space on the Lot and must be installed by the Cemetery. Loose candles or candle holders are strictly forbidden.

**6.4 CHAIRS, WIRE AND IRON WORK, ETC.:** No candles, chairs, wooden or wire trellis, arch or iron rods, pottery, glass or celophane or similar articles shall be left in any part of the Cemetery.

The Cemetery reserves the right to remove such items at any time without notice and will not be responsible for any damage.

**6.5 PHOTOGRAPHS ON FLAT MARKERS:** Owing to the danger of becoming damaged or broken, pictures or photographs, ceramic or otherwise, framed or not, are not recommended on Markers. Any photographs or pictures, ceramic or otherwise, framed or not, added to flat markers are added at the purchaser's risk and breakage is an expected part of normal wear and tear.

**6.6 INSERTS ON MEMORIALS:** Inserts (except for recessed ceramic pictures) will not be allowed on any Monument.

**6.7 REMOVAL OF MEMORIAL WREATHS:** Memorial wreaths may be placed in the Cemetery after November 1st of any year. To preserve the proper appearance of the Cemetery, they must be removed before May 1st of the following year, or the Cemetery will remove and dispose of them without notice to the Rights Holder(s).

**6.8 FENCES, COPINGS, FLOWERBEDS ETC:** Fences, copings, flowerbeds, etc. will be allowed within certain areas of the Cemetery once a Monument or Marker has been placed, however, ALL items MUST be pre-approved by Cemetery and must not exceed the width of the memorial base or extend more than 2 feet from the memorial. Only certain materials will be authorized, anything outside of the approval will be removed by the Cemetery without notice. Fences, copings, and flowerbeds are installed at the Interment Right Holder's risk and if they choose to add such the Cemetery's ability to maintain the lot may be impacted. Minor scraping of fences and copings by mowers is considered normal wear and tear.

**6.9 REMOVAL OF FENCES, RAILINGS, FLOWERBEDS ETC:** The Cemetery may, without notice, remove railings, walls, fences, flowerbeds, hedges, copings, and other enclosures erected in or around any Lot. The Cemetery shall not be responsible for any damage. Should any of these items be in the way of the Cemetery conducting a funeral service, the Cemetery reserves the right to remove such items without notice or consent.

**6.10 EXTERIOR NICHEs:** Urn size may restrict the available Inurnments in the niche. Only inscription, plaques, and wreaths will be allowed for memorialization. Natural cut flowers and small artificial bouquets that fit in attached vases will be allowed and will be discarded when they become unsightly. Any items left on the ground will be discarded by the Cemetery without notice.

**6.11 RESPONSIBILITY FOR ARTICLES:** Articles placed on Lots, Graves, Columbarium Niches, or Mausoleum Crypts are the sole responsibility of the Interment Rights Holder(s). The Cemetery is not responsible for the loss of or damage to any articles placed within the Cemetery. Articles left on Lots, or Graves during the winter months are subject to deterioration and damage, and impede Cemetery operations. It is recommended that Interment Rights Holders remove all articles and tokens of remembrance from the Lot or Grave during the winter months.

## **7.0 - RULES FOR CONTRACTORS**

**7.1 PERMISSION TO PERFORM CONTRACT WORK:** Any person, firm, or corporation (“Contractors”) performing any work within the Cemetery requires the written pre-approval of the Rights Holder and the Cemetery before any work may begin. Pre-approval includes but is not limited to: landscaping, delivery of Monuments and Markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed. It is the responsibility of the Contractor to report to the Cemetery office and provide the necessary approvals before traveling to the Lot or Grave to perform the work.

**7.2 CONTRACTOR CONDUCT AND BEHAVIOUR:** Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour, and attire. Contractors must adhere to and comply with these By-laws. Contractors who fail to comply will be asked to leave the Cemetery.

**7.3 CONTRACTOR HOURS OF WORK:** Contractors shall temporarily cease work if they are working in the vicinity of a funeral service until the conclusion of the service. The Cemetery reserves the right to temporarily cease Contractor operations at their sole discretion if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.

**7.4 COMPLIANCE WITH LEGISLATION AND BY-LAWS:** All contractors performing any work in the Cemetery must comply with the By-laws, and all applicable legislation, and maintain general liability insurance. The contractor shall promptly provide written proof of such coverage at the request of the Cemetery. An inspection fee shall apply to contractors to recover the costs which the Cemetery incurs to supervise. Notwithstanding such supervision, Contractors shall be fully liable for all direct and collateral damages to Cemetery property and to caskets, urns, Graves, Lots, Markers and Monuments and shall indemnify and hold harmless the Cemetery from any claims filed by Rights Holders and other third parties. Any damage caused by Contractors shall be rectified by the Cemetery at the expense of the Contractor.

**7.5 CONTRACTOR’S LIABILITY:** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Monuments, Markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Lots, or Graves, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified by the Cemetery at the expense of the Contractors.

**7.6 INSTALLATION PROCEDURES:** No flat Marker or Monument foundation will be installed in the Cemetery until such time as payment has been received in full. All foundations shall be put in

by the Cemetery who shall perform all work in setting Markers or preparing for erection of the Monument and the charge of same shall be in accordance with the price list in effect at the time. Payment for foundations must accompany the order which must be received at least fifteen days before setting is to be commenced. All orders must be signed by the Rights Holder. Contractors, masons, and stonecutters shall lay planks in the Lots or Graves and paths over which heavy materials are to be moved, to protect Lots and paths from injury. Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Monuments, Markets, vases, or any other article or natural feature in the Cemetery.

**7.7 DELIVERY TO Cemetery:** Notice must be given at the Cemetery office before any Marker or Monumental work is brought into the Cemetery. No Monument work, except Markers, shall be delivered to the Cemetery until the foundation is completed, and until the Contractor is ready to proceed with erecting the Monument.

**7.8 RUBBISH PROHIBITED:** Contractors must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the work or at the end of each work day. All work sites must be secured when left unattended. ***DIGGING THROUGH RUBBISH RECEPTACLES FOR IMPLEMENTS, EQUIPMENT OR ANY OTHER ITEM(S) IS STRICTLY PROHIBITED.***

## **8.0 - GARDENING AND PLANTING**

**8.1 GRADING OF LOTS:** No Rights Holder shall change the grading of their Lot. In case of any such change, the Cemetery may restore the Lot to its original grade at the expense of the Rights Holder. No soil may be removed from any Lot or Grave or from any adjoining areas without the written permission of the Cemetery.

**8.2 PERMISSION FOR GARDENING:** Rights Holders desiring to do planting or any gardening work, or wishing to have Contractors provide services on their Lots or Graves must first obtain the permission and approval of the Cemetery. Contractors must abide by these By-laws, and specifically the By-laws outlined in Section 7 - Contractors.

**8.3 FLOWERBEDS:** Rights Holders are permitted to have flowerbeds. The planting area must not exceed the width of the Memorial base or extend more than 2 feet from the Memorial. Flowerbeds are only permitted once a Monument or Marker has been placed. The Cemetery reserves the right to remove any flowerbed that does not meet the requirements prescribed in these By-laws. The Cemetery also reserves the right to remove any items or flowerbed which interferes with a Burial in a Lot or Grave or becomes unsightly and does not assume any responsibility or liability in this regard.

**8.4 MAINTENANCE:** Flowerbed maintenance, pruning, fertilizing, watering, etc. is the sole responsibility of the Rights Holder. Persons planting flowers shall properly care for same during growing season and remove them after the first frost, leaving the bed in a neat and tidy condition. ONLY real flowers may be planted.

**8.5 WATER:** Reasonable use of water is provided. The use of Cemetery water is permitted at the Cemetery's discretion. Water access is weather dependent and water access dates are not guaranteed.

**8.6 REMOVAL OF SOD:** The Cemetery reserves the sole right to disturb or remove the sod or to do any work on all Lots or Graves.

**8.7 HANGING BASKETS:** Hanging baskets are prohibited outside the designated memorial area in front of upright Monuments and prohibited on marker only Lots.

**8.8 REMOVAL OF RUBBISH:** Rubbish shall not be thrown out on roads, walks or any part of the Cemetery grounds. Receptacles are provided at convenient points on the grounds for the deposit of decorations, weeds, decayed flowers, plants, and other materials. ***DIGGING THROUGH RUBBISH RECEPTACLES FOR FLOWERS, PLANTS OR ANY OTHER ITEM(S) IS STRICTLY PROHIBITED.***

**8.9 HOURS OF WORK:** Gardeners or florists or their employees shall not work in the Cemetery on Sundays, public holidays or after 4:30 p.m. on weekdays and shall abide by all By-laws under Section 7 - Contractors.

**8.10 TREES AND SHRUBS:** No tree or shrub may be planted inside or outside any Lot without prior written permission of the Cemetery. Trees, shrubs, flowering, or other plants may be cultivated on Lots, but only such varieties that are in keeping with the general plans of the Cemetery and will not overgrow the perimeter boundaries of the Grave or Lot. No tree or shrub growing within any Lot may be removed without the consent of the Cemetery. The Cemetery will not be responsible or liable for any trees that must be removed to facilitate an Interment and will do so without notice. If any trees or shrubs situated in any Lot shall have become, by means of their roots or branches or in any other way, detrimental to the adjacent trees, Lots, drains, road, or walks or become unsightly, neglected, overgrow the Monument, or inconvenient to the public, the Cemetery may remove such trees or shrubs, or parts thereof at any time without notice. The planting of trees, evergreens, deciduous shrubs, or flowerbeds is not permitted on the corners of Lots or Graves.

**8.11 CUT FLOWERS AND PLANTS:** Only natural flowers and plants may be placed on Lots or Graves in locations specified by the Cemetery provided proper containers are used. Such flowers and plants will be removed and disposed of by the Cemetery when they become faded or unsightly.

**8.12 NO PLANTING AREAS:** The Cemetery reserves the right to designate areas as no planting areas within the Cemetery.

## 9.0 - MAUSOLEUM BY-LAWS

The following By-laws apply to any Mausoleum at any PLLP Cemetery and supersede the By-laws contained within the general Cemetery By-laws, which are designed to apply to general outdoor Cemetery use. Unless specifically superseded by the by-laws set forth below, all other Cemetery By-laws apply.

**9.1 SEALING AFTER ENTOMBMENT:** Only employees of the Cemetery may open and seal Crypts and Niches for Entombment or Inurnment. This applies to the inside sealer and the Crypt or Niche front.

**9.2 APPROVAL OF MEMORIALIZATION:** All orders for inscription, adornments, ceramic pictures, vases, and lamps must be approved by the Cemetery prior to any installation.

**9.3 SECURITY:** The Mausoleum will be open during Cemetery office hours throughout the week and on weekends at some locations. For those mausoleums with an access code, access will be by access code only. Rights Holders will be given the access code to the Mausoleum at the time of purchase and upon request thereafter.

**9.4 INSCRIPTION ON MEMORIALS OWNED BY Cemetery:** To ensure quality control and integrity of design, only the Cemetery may place inscriptions on Crypt and Niche fronts.

**9.5 CRYPT INSCRIPTION:** Only uniform sizes and approved styles of bronze lettering may be placed on the marble Crypt from the Cemetery.

**9.6 NICHE INSCRIPTION:** An inscription plaque and personal portrait in a rigid frame may be placed in the interior of the glass-front Niche by the Cemetery. Personal effects other than those specified by the Cemetery may be placed inside Niches at the direction of management. A bronze Niche plaque may be attached to the marble Niche front. Samples of the permitted size and type of letters for inscriptions and the bronze Niche plaques may be on display at the Cemetery office.

**9.7 CERAMIC PICTURES ON CRYPT FRONTS:** Only ceramic pictures together with a bronze-material frame will be permitted on the Crypts. The size and style of the picture and frame may be displayed in the Cemetery office. Only the Cemetery may install ceramic pictures on the Crypts in the location designated by the Cemetery.

**9.8 ADORNMENTS:** Bronze material adornments will be permitted only on Crypts. There are size limits for the adornments on the various style of Crypts and only those authorized by the Cemetery will be permitted. Samples of the sizes and the permitted adornments may be on display in the Cemetery office. Any unauthorized adornments will be removed and disposed of without notice and at the expense of the Rights Holder(s). Only the Cemetery may install adornments on Crypts.

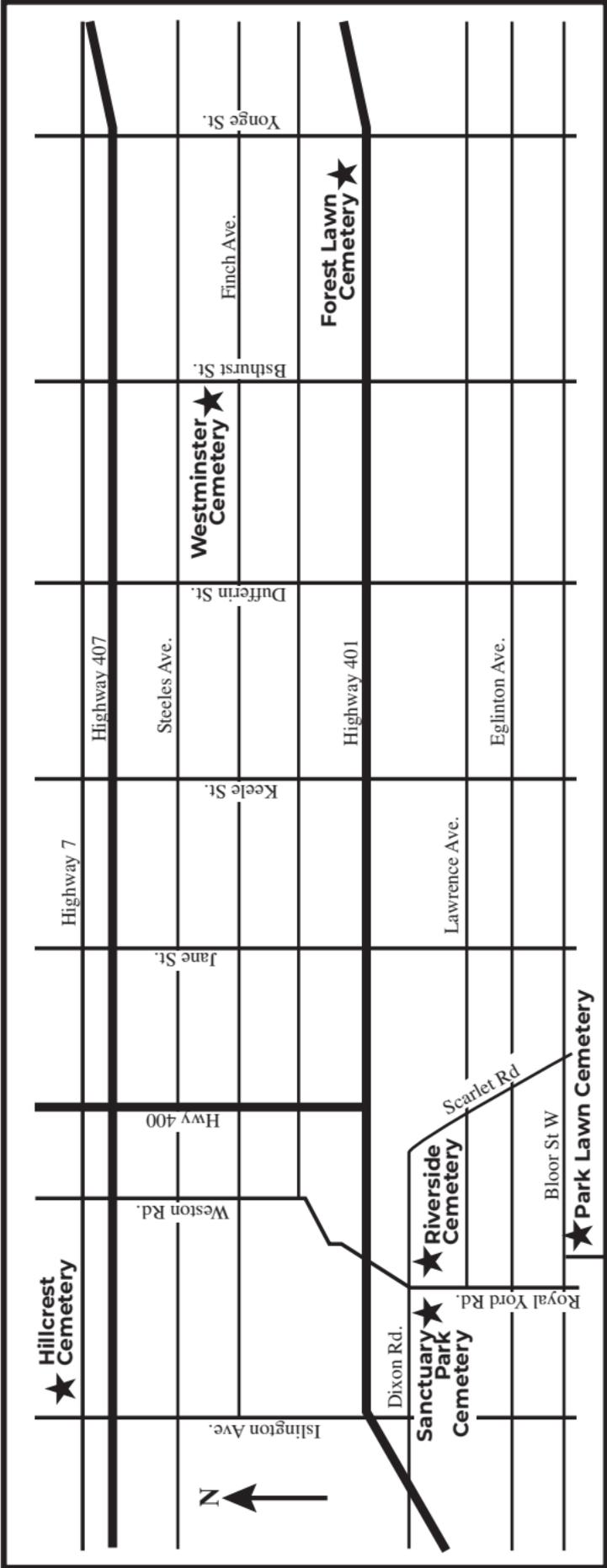
**9.9 VASES:** Only the Cemetery may install vases on Crypts or Niche fronts.

**9.10 FLORAL TOKENS:** Only artificial plant materials are permitted in any Cemetery building and must not encroach on adjoining Crypts. All items which become unsightly or exceed the perimeter of the Crypt will be removed without notification. Floral arrangements may be brought to the entrance of the Mausoleum at the time of the Entombment ceremony. These will generally be removed the following day.

**9.11 ARTICLES NOT PERMITTED:** Fresh flowers, pedestals, urns, candles, vesper lights, or shelves shall not be placed in any part of the Mausoleum.

**9.12 ENTOMBMENTS/INURNMENTS ON SUNDAYS AND STATUTORY HOLIDAYS:** Except in cases of extreme necessity, such as danger of contagion or infection, or in case of epidemic, Entombments or inurnments shall not be made on Sundays or Statutory Holidays unless by order of the local Board of Health.







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