

Green Lawn Cemetery Rules & Regulations

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Effective as of: January 23, 2025



PURPOSE

Green Lawn Cemetery is a private, non-profit cemetery owned by the Green Lawn Cemetery Association, a 501(c)13 cemetery association consisting of a board of trustees. At their discretion it may be operated by a qualified manager (operator).

These Rules and Regulations have been adopted for the mutual protection of owners of Interment Rights and the Cemetery. All owners of Interment Rights and other persons within the Cemetery, and all Interment Rights sold therein, shall be subject to these Rules and Regulations as they now exist and as they may be amended or altered hereafter by the Cemetery. Any reference to these Rules and Regulations in any purchase agreement entered into by the Cemetery, or in any Certificate of Interment Rights issued by the Cemetery, shall have the same force and effect as if these Rules and Regulations were set forth in full therein.

They are intended not as restraining, but rather to allow consistency and equal benefit to all lot owners. Their enforcement will help protect the Cemetery and create and preserve its beauty. These rules and regulations are hereby adopted as the rules and regulations of the Cemetery, and all owners of interment, inurnment, or bench rights, visitors and contractors performing work within the cemetery.

The Cemetery expressly reserves the right, at any time and without prior notice to any Owners, to adopt new Rules and Regulations or to amend, modify, or repeal any section, paragraph, or sentence of these Rules and Regulations. In accordance with Ohio Revised Code Section 1721.19 these Rules and Regulations shall have force of law as provided by the State of Ohio.

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DEFINITIONS

The terms “**Care and Maintenance Trust Fund**”, “**Perpetual Care Fund**”, or “**Endowment Care Fund**” shall mean the trust fund established by the Cemetery, according to State Law, for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.

The term “**Cemetery**” shall mean the cemetery or cemeteries named on the cover page of these Rules and Regulations or the trustees or operator of the cemetery.

The term “**Certificate of Interment Rights**” shall mean the document by which the Cemetery conveys to the Owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt or niche.

The term “**contractor**” shall mean any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than an employee of the Cemetery.

The term “**crypt**” means a space in the mausoleum of sufficient size used, or intended to be used, to entomb human remains.

The term “**entombment**” means the placement of human remains in a crypt.

The term “**grave**” means a space in the ground in the Cemetery used, or intended to be used, for the interment of human remains. Synonymous with “space”. Standard grave spaces shall measure 10’ by 40”, or 12’ by 40” when part of a lot with monument privileges. Standard cremation spaces shall be a minimum of 30” by 30”, 40” by 40” preferred.

The term “**interment**” means the disposition of human remains by burial, entombment, or inurnment.

The term “**Interment Right**” shall mean the particular right to inter the remains of a deceased person in a specific interment space within the Cemetery, subject to the limitations set forth herein.

The term “**Professional Service Fee**” shall refer to the opening and closing of a particular interment space.

The term “**interment space**” shall refer to the particular grave, crypt, niche or lawn crypt within the Cemetery to which a particular Interment Right relates. An owner of an Interment Right does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvements within the Cemetery.

The term “**inurnment**” means placement of cremated remains into a niche.

The term **“lawn crypt”** means preplaced, below ground outer burial container, either side-by-side or multiple depth, covered by earth and grass.

The term **“memorial”** shall mean (a) a monument, tombstone, grave marker, tablet or headstone identifying a grave or graves; or (b) a nameplate of inscription identifying a crypt or niche. Note: within the industry, several terms can have overlapping definitions, and memorials can be for individuals or groups. Groups are more often marked with a memorial or monument while the other terms more often are used for individuals or couples. At Green Lawn, we generally follow this guideline. Examples of terms cited here are not all inclusive.

The term **“niche”** means a space used, or intended to be used, for inurnment of cremated human remains.

The term **“outer burial container”** shall refer to the rigid outer container used to surround a casket or a cremated remains container, and shall conform to Addendum A. Note: in the industry, a **“vault”** is a specific type of outer burial container, as is a **“combination urn/vault”**.

The term **“Owner”** shall mean the owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery’s records. In instances in which a person has been interred or entombed in a particular space with a “Permission to Use” granted by the Owner of the Interment Right for said space, the person granted the “Permission to Use” or his or her next-of-kin shall be deemed and considered the “Owner” of said space, replacing the person(s) who granted the “Permission to Use” as “Owner”, for all purposes in these Rules and Regulations.

The terms **“plot”** means space in the Cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more adjoining graves, one or more adjoining crypts, or one or more adjoining niches. Note: within the industry plot, space, and lot may overlap as defined. At Green Lawn space is generally singular, multiple spaces are a plot or lot.

The term **“Purchase Agreement”** shall mean that written contract between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell and purchaser agrees to buy Interment Rights, merchandise, or services from the Cemetery.

The term **“seal or sealing”** means the caulking of the inner polymer door.

The term **“bench right”** shall mean the particular right to place a bench, which may or may not be associated with one or more Interment Rights.

The term **“lot”** shall mean an area purchased either as a group of one or more adjoining graves with or without monument privilege (as in a “plot”), or space purchased based on surface area that may contain spaces for interment, memorials, trees, benches, mausoleums, or other approved features. Note: in the industry there is overlap in the meaning of plot and lot.

The term “**section**” or “**garden**” shall refer to a designated collection of plots and features within a designated perimeter. “Historic sections” are those designated A-Z and 27-112.

The term “**created space**” shall refer to Interment Rights created outside of mapped plots or that are newly created inside mapped plots, i.e. in addition to the Interment Rights originally included in the purchase of said plot.

CEMETERY ACCESS AND HOURS

1. Green Lawn Cemetery is private property and reserves the right to control or restrict access to the property as the Cemetery deems appropriate to include establishing hours of access, limiting hours when deemed appropriate or necessary, and excluding persons from the cemetery temporarily or permanently.

2. The cemetery grounds are open from 7:00 a.m. until 7:00 p.m. daily in the summer and 9:00 a.m. until 5:00 p.m. in the fall. The summer hours start the evening of March 15, the fall change occurs the evening of October 20. No unauthorized person or activity is permitted anywhere on the grounds outside of regular hours. Office hours are posted separately and set by the management.

3. The grounds or any portion thereof may be closed without notice in the event of inclement weather. The cemetery will always strive to maintain access to the office during hours of operation and to execute scheduled services so long as they may be safely performed.

4. Undeveloped acreage and maintenance areas are off limits to all visitors, and only cemetery staff are permitted to enter maintenance buildings, storage areas, work areas, or enter or operate cemetery equipment. There is no hunting or trapping permitted on the grounds without the written permission of the Cemetery, and no camping or related activities. No automatic cameras, stands, or bait shall be placed in the cemetery without written permission from the Cemetery. Authorized stands, blinds, bait, cameras, hives, habitat containers, or other items are strictly off limits. Areas rented by the cemetery to others are strictly off limits to anyone not authorized by the Cemetery or the tenant.

5. Visitors will maintain a respectful distance from all services (150') and will not create any disturbance to others quiet enjoyment of the cemetery.

6. Dogs must be leashed at all times with their owner in control. All droppings must be picked up by the owner and disposed of in the proper receptacle. No other animals and unleashed dogs are allowed. No one shall release any insect, bird, or other animal on cemetery grounds without the express permission of the Cemetery, nor shall any wildlife be removed or harassed in any way.

7. The Cemetery reserves the right to control, prohibit, approve, or require a permit or usage fee for any commercial usage of the grounds or structures. This includes but is not limited to recording

and photography, events or ceremonies, or any other use where a fee is charged by a 3rd party for activity on cemetery grounds or the product created on cemetery grounds is used for commercial benefit.

8. Violators of the access rules of the cemetery may be prosecuted for Trespass of Cemetery Grounds, a 5th degree misdemeanor, under the Ohio Revised Code.

SUPERVISION OF CEMETERY

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

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

11. The Cemetery reserves and shall have the right, including but not limited to, correcting any errors that may be made by it in making interments, dis-interments, dis-entombments, dis-inurnments, or removals, or in the inscriptions, or sales, transfers or conveyances of Interment Rights, merchandise and/or services including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) as may be selected by the Cemetery. This right shall include correcting errors in the installation of monuments, markers, or other cemetery merchandise by the Cemetery or any other party. Alternatively, the Cemetery, in its sole discretion, may refund the amount of money paid on account of the purchase of Interment Rights, merchandise or services to which the error relates. In the event such error shall involve the interment of the remains of any person in an incorrect location, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to the correct location or to a similar location of comparable value, as may be selected by the Cemetery. The Cemetery shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this paragraph.

12. The Cemetery reserves the right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or of a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or re-grade, features, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use the Cemetery property, not sold to Owners, for cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto.

13. The Cemetery shall have sole and exclusive authority, including, but not limited to digging all graves, performing all interments, entombments, inurnments, planting, growing grass, sodding, maintaining trees, wildlife and pest control, surveying, and improvements within the Cemetery.

14. No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without the written authorization and/or permit issued by the Cemetery management, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity.

15. If any tree, shrub or plant, by means of its roots, branches, or otherwise, becomes detrimental to the interment space upon which it stands or to any adjacent interment spaces or avenues, or if for any other reason its removal is deemed necessary, the Cemetery management shall have the sole right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. In the event of any such removal, the Cemetery shall have no obligation to replace the removed tree. The cemetery shall also reserve the right to replace interment rights made unusable by the growth of a tree, plant, or shrub with rights of similar value to preserve the tree.

16. All work on lots or graves will be done by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise granted. All grading, landscaping work, and improvements of any kind, and all care of lots or crypts and all plantings, trimmings, removals of trees, shrubs, and herbage of any kind and all openings of lots, all interments, inurnments, entombments, dis-interments, dis-inurnments, or dis-entombments and removals shall be made under the direction of the Cemetery.

17. No enclosure of any kind, such as a fence, opening, coping, hedge, or ditch, blocks or stones, shall be permitted around any grave or lot. Grave mounds shall not be allowed and no lot shall be raised above the established grade.

18. The general care of the entire Cemetery grounds and lots is assumed by the Cemetery.

19. The cemetery shall direct any improvements within the grounds and upon all lots and graves before, as well as, after interments have been made therein. They shall have charge of the planting, sodding, surveying, and general improvements.

20. No person other than the proper employees of the Cemetery shall be allowed to perform any work within the Cemetery without a written permit from the authorized representative of the Cemetery.

21. If any inscription or object is placed on any memorial, monument, or other structure, and it is determined by the Cemetery to be offensive, the Cemetery shall have the right to enter upon such lot to remove, change, or correct the offensive inscription or object at the expense of the owner.

OWNERSHIP OF INTERMENT RIGHTS

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

23. A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of an Interment Right. Every Interment Right shall be subject to (a) all applicable laws and governmental regulations; (b) the Articles of Incorporation and other documents establishing the Cemetery; and (c) all Rules and Regulations adopted by the Cemetery, as now in force or as hereafter amended or adopted, whether or not as set forth herein. The Certificate of Interment Rights, Purchase Agreement and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between the Cemetery and the Owner, and no written and/or oral statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery. Obsolete "Deeds of Ownership", "Lot Deeds", "Cemetery Property Deeds", etc., shall be construed as Certificate of Interment Rights.

24. Lots purchased based on area include the number of Interment Rights specified on the contract at the time of purchase. For older Lots, they include the number of Interment Rights drawn into the lot book at the time of purchase. Additional Interment Rights not specified at time of purchase may be granted by the Cemetery if records indicate that was the clear intent of the original purchase, otherwise they must be purchased at current retail. The Cemetery reserves all rights to determine the number of Interment Rights appropriate on a Lot. All Graves on a Lot are assumed to be for a single Interment Right unless specified otherwise in the contract at time of purchase. Second Rights may be purchased at the discretion of the Cemetery.

25. The person named in the Certificate of Interment Rights issued and of record will be presumed to be the Owner of the Interment Rights unless the Cemetery owner approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.

26. Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of the deceased Owner, the Cemetery shall revise its records to reflect ownership of Interment Rights in accordance with such Order.

27. If an Owner dies without having transferred unused Interment Rights either by a **specific** device in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state in which the Cemetery is located, subject to the Interment Rights of the deceased and his or her surviving spouse. As of this publication, Ohio recognizes Blood Next of Kin inheritance. Where such a transfer of ownership results in multiple Owners of any Interment Rights, each co-Owner shall have the right to be interred in any interment space of the co-Owners which has not been used at the time of that co-Owner's death, and the consent of the other co-

Owners shall not be required for any such interment; however, no co-Owner may convey an Interment Right or authorize the interment of anyone other than a co-Owner, without the consent of all other co-Owners of that Interment Right. Spouses of Owners or co-Owners (the widow or widower) are not provided for or excluded under Ohio law unless they are co-Owners in their own right or have **specified** rights via the Owner's Last Will and Testament, a permission on file at the cemetery, or in a divorce decree. At Green Lawn, spouses of Owners or co-Owners have no rights except as agreed to by the co-Owners. However, when an Owner or co-Owner is interred, the adjacent space, if available, shall be considered reserved for the widow/widower if such exist and is identified to the Cemetery at the time of the Owner or co-Owner interment. It may be unreserved if proof is offered that the widow/widower has passed and is buried elsewhere, or upon receipt of a quit claim by the cemetery.

28. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy immediately vests in the survivor or survivors, subject to the vested Interment Right of the remains of the deceased joint tenant.

29. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for interments, memorialization, etc. with respect to the Interment Rights of such Owners. Any such designation shall be made in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction on any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior to the Cemetery's acting on such direction.

30. The Cemetery shall have the right to refuse to consent to a transfer or an assignment of any Interment Right until the purchase price of the Interment Right has been paid in full.

CONVERSION OF HISTORIC SPACES TO MODERN INTERMENT RIGHTS

31. In accordance with modern law, cemetery space is sold as interment rights. Historically some cemetery space was sold in terms of square inches, feet, or yards with the owner permitted within reason and the rules of the cemetery to use the space for what interment rights could be placed within the perimeter of the lot. Many historic burial practices are no longer permitted or desirable, and modern burials often require more space than they did historically. Modern contracts, even if a large lot is reserved, only convey a specified number of interment rights. Additional interment rights on the lot, second rights, bench rights, or other rights typically must be purchased separately. Where a modern heir desires to use rights on a historic lot, the cemetery will determine how many rights are still available on the lot regardless the number drawn on any earlier sketches or described in any earlier contracts or records.

UN-USABLE INTERMENT RIGHTS

32. When a tree, intentionally or not, has been allowed to grow on a lot to reach maturity and said tree infringes on unused rights or otherwise infringes on a lot, the cemetery alone will decide if

that tree has made rights unusable, and if so if those rights are forfeit. The cemetery, at its sole discretion, may or may not offer compensation to the Owner or heir(s).

33. Should an interment right be determined un-usable for any other reason, the Cemetery reserves the right to determine appropriate compensation which may take the form of providing like interment rights in another space, a refund, or other compensation as deemed appropriate.

RECLAIMED LOTS OR INTERMENT RIGHTS

34. Using applicable state law and guidance from professional associations and organizations, the cemetery reserves the right to reclaim unused spaces, lots, crypts, niches, or interment rights when there has been no contact with the Owner or an heir for at least 50 years (in most cases the cemetery will use 75 years as an extra measure of caution) by mailing notification to the last known address of the most recent known Owner or heir or placing a legal notice in a newspaper of record and waiting 120 days, after which time ownership will revert to the cemetery. The cemetery may reclaim space or rights to place back into inventory, to use for planting or decorative features, for landscaping or other construction, to provide green space, or other uses deemed appropriate by the cemetery. Should an Owner or heir(s) respond during the notification period, rights shall be renewed for another minimum 50-year period. Should verified Owner or heir(s) identify themselves after the space or rights have been reclaimed, the cemetery reserves the right to either restore the space or rights if still available, compensate the Owner or heir(s) with comparable space or rights, provide a refund or other compensation as deemed appropriate by the cemetery, or do nothing at the sole discretion of the cemetery. The intent of this program is to extend the life of the cemetery and maximize contributions to the Endowment Care Fund; to protect Owners and heirs when, after multiple generations have passed, ownership of the space or rights can no longer be reasonably ascertained; provide opportunities for non-heir relatives to acquire rights near distant relations; provide space for other cemetery use or easements around historic figures, features, or memorials. Space or rights deemed probably reclaimable may be sold during the notification period on a contingency basis with provisions as to what shall occur should the reclamation process not be successful.

SALE AND TRANSFER OF INTERMENT, ENTOMBMENT, AND INURNMENT RIGHTS

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

36. The Cemetery shall issue a "Warranty Deed" or "Certificate of Ownership" per Ohio Revised Code 517.07 to the new Owner subject to the provisions of said deed or certificate. The same rule shall apply in all cases of assignment for interment or inurnment rights.

37. Any and all transfers of any Interment Rights, whether same be by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist or which may be hereafter enacted or amended. All transfers of ownership shall be subject to a transfer fee as posted in, or available from, the Cemetery office, and which fee must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. No transfer shall be effective until all transfer fees are paid.

38. Under Ohio law it is illegal to purchase interment rights or cemetery space to re-sell at a profit.

39. The subdivision of Interment, Entombment, or Inurnment Rights or partition of interment spaces is not allowed without the written consent of the Cemetery. No conditional or partial transfer of Interment Rights and no sale or conveyance of an undivided interest therein, except to a person or persons who are already co-Owners, will be permitted.

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

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

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

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

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

INTERMENT REGULATIONS

45. All Cemetery charges, including, but not limited to fees for professional services, dis-interments, Interment Rights, merchandise, care and maintenance must be paid in full before an

interment is made in a particular space within the Cemetery. In addition, the cemetery may charge a fee for costs it incurs due to the commencement of a funeral service at a time other than previously agreed on the Interment Authorization. Unless otherwise specified in the original contract, prepaid opening and closing of the interment space and other applicable services (the "Interment Services Fee") shall be scheduled on weekdays during normal hours (9:00 a.m. to 3:00 p.m.). There will be an additional charge if the service is scheduled, and provided, on weekends, holidays, and/or after 3:00 p.m. on weekdays and 2:00 pm on weekends.

46. Outer Burial Containers are required for all ground interments/inurnments. Specifications for Outer Burial Containers are outlined in Addendum A to these Rules and Regulations.

47. The Cemetery shall be the scheduling agent for all activities conducted within the cemetery. Arrangements for all interments, inurnments or entombments must be completed not less than 48 hours prior to the scheduled service. All spaces, merchandise and services for same must be paid in full. Notice given later than 48 hours before a funeral shall incur a Late Notice Fee. The property owner and the next-of-kin MUST come to the cemetery office and sign the Interment Order authorizing preparation of the designated interment, inurnment or entombment rights. The fees, including, but not limited to, interments, inurnments or entombments are disclosed and published in the cemetery's schedule of fees, same available for inspection at the cemetery office.

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

49. Prior to permitting any interment within the Cemetery, the Cemetery shall require the written authorization duly executed by both the Owner of the Interment Rights (subject to the provisions of Section 28 hereof where co-ownership is involved) and the next-of-kin of the deceased or their respective authorized representative(s). In no case shall a funeral director be the authorized representative and/or power of attorney. Such authorization shall be on forms provided by the Cemetery. The written authorization may be forwarded to the Cemetery by facsimile transmission if it has been signed before a notary public. If it is not possible to have the authorization notarized, the authorization may be accepted if accompanied by some form of positive identification (for example, a driver's license).

50. No interment or entombment may take place at the Cemetery unless a burial permit for the deceased has first been presented to the Cemetery. The Cemetery will comply with the provisions of Section 3705.17 of the Ohio Revised Code.

51. As a condition to performing any disinterment, the Cemetery requires written authorization signed by the Owner and the deceased's next-of-kin or their respective authorized representative on a form approved by the Cemetery. In no case shall a funeral director be the authorized

representative and/or power of attorney. All dis-interments must be conducted in accordance with state and local law.

52. The Cemetery does not permit next-of-kin or anyone other than Cemetery workers to be present while performing a disinterment.

53. The Cemetery shall exercise due care in making dis-interments, but shall assume no liability for damage to anybody, casket, urn or outer burial container in making a disinterment in accordance with written instructions of the Owner or his duly authorized representative(s). When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the Cemetery's specifications must be furnished by the Owner or next-of-kin for the new interment.

54. Application for disinterment, dis-inurnment, or dis-entombment must comply with the provisions of Section 517.23 of the Ohio Revised Code.

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

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

57. The scattering or placement of cremated remains shall be permitted only in designated sections of the Cemetery, if any, and performed by and/or supervised by authorized cemetery personnel, and upon written approval of an officer of the Cemetery and subject to the payment of all applicable Cemetery fees and compliance with all applicable laws. When cremated remains are found on a lot, the cemetery reserves the right to charge the lot Owner(s) a clean up or other fees as it deems appropriate. **Unauthorized spreading or placement of cremated remains in the cemetery is illegal and the cemetery reserves the right to take appropriate legal recourse.**

58. All interments and dis-interments within the Cemetery shall be performed only by authorized Cemetery personnel.

59. The Cemetery may require that all persons attending an interment or disinterment remain at a safe distance (as determined by the Cemetery) from the interment space during the interment or disinterment process.

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

61. The Cemetery shall not be liable for any delay in interment, entombment or inurnment, including but not limited to, (1) circumstances beyond its control (2) where a protest to the interment has been made, or (3) which results from noncompliance with the Rules and Regulations of the Cemetery, (4) when there is more than one (1) interment, entombment or inurnment. The Cemetery reserves the right to temporarily place the remains in a holding facility, crypt, or other suitable place, subject to any state or local sanitary code requirements, until the protest or noncompliance has been resolved and further reserves the right to impose reasonable fees for such temporary holding. All protests must be in writing and filed in the Cemetery office.

GENERAL REGULATIONS

62. Drones are not permitted.

63. No person shall pluck or remove any plant or flower, either wild or cultivated from any part of the Cemetery.

64. No person shall wade, swim, play, bath, float, boat, fish, or place any fish, toy, item, plant, animal, or cremated remains on or in any water feature in the cemetery. Fish, ducks, and other animals shall not be fed other than as authorized by the Cemetery, and no person shall add any dye, chemical, or other substance or item to any water feature.

65. The possession or consumption of illegal drugs or alcoholic beverages within the Cemetery is strictly forbidden except for alcoholic beverages at approved events.

66. The following list of items (which should not be considered all inclusive) are not permitted to be placed on any interment space or elsewhere within the cemetery: boxes, shells, toys, pinwheels, glassware, ceramics, balloons, knick-knacks, sprinkling cans, shepherd/angel hooks, artificial trees, solar lights, candles, food or consumable items, homemade memorials, receptacles, or similar items (other than vases meeting the Cemetery's specifications which have been placed with the Cemetery's permission), and items deemed offensive, commercial, political, or disrespectful. The Cemetery may remove any such items. Balloons, kites, or floating lanterns are not permitted in the cemetery. Similarly, nothing shall be released in the Cemetery, for example birds, butterflies, fish, seeds, or other living animals.

67. No flag poles, except those provided by the Cemetery or in an area that may be designated by the Cemetery, will be permitted to be placed on any interment space or elsewhere within the Cemetery and if placed, the Cemetery may remove such flag poles.

68. The Cemetery is not responsible for theft or damage, including but not limited to, any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the Cemetery.

69. No cast iron or concrete benches or chairs, wooden or wire trellises, vaults, memorials or other objects of any kind protruding above the surface of the ground shall be permitted on the grounds except as designated by the Cemetery.

70. No grave mounds, lot enclosures or coping, corner markers, fences, monumental work or tombstones are permitted on the grounds except as designated by the Cemetery. The use of wire, iron stands, rocks, concrete containers or breakable containers causes a mowing hazard to visitors, personnel and equipment and is strictly prohibited.

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

72. Any person entering the Cemetery other than during posted visiting hours, without prior written authorization from a Cemetery officer including, but not limited to disturbing the quiet or good order of the cemetery will be considered a trespasser.

73. Upon entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of the Cemetery.

74. Automobiles shall not park or drive on the grass, nor be driven through the grounds in excess of a safe speed and shall always be driven on the right side of Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways and are not allowed to park or come to a full stop in front of an open grave, unless in connection with a graveside service. Automobiles shall not block or park on both sides of any Cemetery road.

75. All floral decorations, whether natural or artificial, shall be subject to the Cemetery's written policies concerning same as are posted or on file and available for inspection in the Cemetery's office. The Cemetery may remove all floral designs (artificial or natural), flowers, weeds, trees, shrubs, or plants of any kind from the Cemetery as soon as, in the sole judgment of the Cemetery's management, they become unsightly or diseased, or if they do not conform to the Cemetery's policies. The Cemetery shall not be responsible for any loss or removal of floral decorations, regardless of cause of loss or removal, and shall not be required to replace such lost or removed floral arrangements.

76. No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery. No firearms may be discharged on Cemetery grounds excepting the use of blanks by military honor guards approved by the Cemetery. No individual or unorganized discharges are permitted, and live ammunition is never permitted to be discharged on Cemetery property except by Cemetery staff in the performance of their duties.

77. Except where otherwise expressly permitted by the Cemetery management, all persons are strictly forbidden to fish, hunt, or to feed or disturb the fish, fowl, or other animals within the Cemetery or release, feed, or capture any animal on the cemetery grounds.

78. The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over interment spaces for the purpose of passage to and from other interment spaces. Except as may be necessary to gain access to other interment spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker, memorial, vase or bench, etc. or in any way deface the grounds of the Cemetery. No items shall be attached to or hung from trees except by the Cemetery.

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

80. No person shall remove any plant, tree, shrub or flower, either wild or cultivated, from any part of the Cemetery.

81. Visitors, third party vendors and/or Owners may not hire Cemetery employees nor pay them any monies to perform any services.

82. The Cemetery grounds are sacredly devoted to the burial of human dead, and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of these Rules and Regulations. In addition, soliciting, peddling or distributing literature forms or flyers, etc. while on or in front of any of the properties without prior written authorization from a cemetery officer will be considered trespassing and is strictly prohibited. No advertising or promotion of any business, in the form of signs, materials or objects bearing the name of a business establishment, and so forth, may be placed on the Cemetery grounds without prior written authorization from a cemetery officer and shall be removed without notice if so placed. A removal fee shall be assessed to any violator of these Rules and Regulations and said violator, whether a business or an individual, shall not be permitted to enter the Cemetery property until the fee is paid in full.

83. No person or persons, other than law enforcement authorities or Cemetery security personnel, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service, and upon prior approval of the Cemetery. Un-authorized discharges of live or blank ammunition or any explosive devise are strictly prohibited.

84. Bringing illegal substances for consumption within the Cemetery is strictly forbidden.

85. Sitting, climbing, or leaning on monuments, trees, or walls is not permitted.

**MERCHANDISE, OUTER BURIAL CONTAINERS, MEMORIALS, FOUNDATIONS AND
INSTALLATIONS**

86. In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to prohibit and/or regulate the kind, size, design, quality and material of all merchandise, outer burial containers, memorials and foundations which are placed in the Cemetery.

87. The specifications for outer burial containers prescribed by the Cemetery are as stated in Addendum A to these Rules and Regulations, and the specifications for memorials, foundations, and installations are as stated in Addendum B to these Rules and Regulations. All outer burial containers, memorials and foundations placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Written approval by an authorized officer of the Cemetery must be secured before any outer burial container, memorial or foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any outer burial container, memorial, foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect. The Cemetery also reserves the right to specify the date and time for any installation by a contractor. The Cemetery requires that any person engaged in the retail sale of merchandise or merchandise services who wishes to install, place or set merchandise provide the Cemetery with evidence that the person has a valid registration with the Secretary of State. The merchandise dealer must also provide the Cemetery proof of Workers' Compensation and employer's liability insurance.

88. No merchandise, including, but not limited to outer burial containers, memorials, benches or foundations shall be placed on or removed from the Cemetery without the prior written consent of the Owner of the particular interment space and the deceased's next-of-kin, or their respective authorized representative(s) and the written approval by an officer of the cemetery, except if and to the extent necessary for purposes of routine maintenance and landscaping.

89. All Cemetery charges, including, but not limited to fees for Interment Rights, memorials, endowment or perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before any memorial or foundation may be placed on any interment space within the Cemetery. No memorialization of a deceased person, whether same is placement of a marker, crypt plate, engraving or scroll, shall be approved or permitted if there remains outstanding monies owed to the Cemetery related to said deceased's individual burial, said outstanding balances including, but not limited to, money that may be owed the Cemetery for merchandise, the outer burial container, interment service fees, installation fees, or late fees.

90. In the event merchandise, an outer burial container, memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the Cemetery and other appropriate persons as provided herein, the Cemetery reserves and shall have the right, to

remove any unauthorized merchandise, outer burial container, memorial or other object. The installer shall be liable to the cemetery for the actual cost of correcting such installation and shall have not less than 30 days of receipt of notice from the Cemetery to correct the problem.

91. The cemetery is only obligated to furnish and/or substitute merchandise, materials, outer burial containers, memorials or foundations which conform to the general description listed on any Purchase Agreement and is not required to provide a specific "name brand" or provide merchandise, materials, outer burial containers, memorials or foundations from a specific manufacturer, supplier and/or vendor, as the Cemetery reserves the right to change and/or utilize different suppliers, manufacturers and/or vendors from time to time in order to provide the equivalent and/or improved quality, in the sole opinion of the Cemetery, of merchandise, materials, outer burial containers, memorials, or foundations for the consumer.

92. The Cemetery reserves and shall have the right to correct any error that may be made, including but not limited to the location of an interment space or placing of an outer burial container, deceased person, memorial, foundation, or other embellishment within the Cemetery. The Cemetery shall also have the right to correct any inscription errors, including an incorrect name or date on a memorial, nameplate, urn, or other item. The Cemetery shall have no liability as a result of any error of the type described in this section, other than the obligation to correct it.

93. The Cemetery's obligation in the event of defective workmanship or defective materials furnished or performed by the Cemetery, in connection with merchandise, outer burial containers, memorials or foundations, or the installation thereof, shall be limited to replacement, repair or correction of such materials or installation.

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

95. The Cemetery reserves the right to prohibit placement of memorial benches. A bench right must be purchased in order to place a bench. Only granite benches with granite bases are permitted in the cemetery. No bench may be placed which, in the opinion of the Cemetery's management, is unsightly or injurious to the appearance of the surrounding area. Every bench shall have a suitable foundation and meet the specifications on file in the Cemetery's office. The Cemetery reserves the right to remove any bench which does not comply with this section and will provide adequate notice to the customer.

96. Only one memorial may be placed on any one interment space, except with the express written permission of an authorized officer of the Cemetery. No memorial may be placed to embrace two or more interment spaces except when all affected interment spaces are paid in full and as may be specifically authorized by the Cemetery. The name and inscription on each memorial must correspond with the legal name of the deceased interred in the interment space or memorialized on that interment space, where there is no interment. All memorials shall be set on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery.

97. For any and all persons who are not physically interred at the Cemetery, and Owner wishes to memorialize a loved one without the body and/or without the cremains at the Cemetery, a Cenotaph Authorization Form must be filled out at the Cemetery Office and signed by the Owner of that particular interment space and the deceased's next-of-kin, or their respective authorized representative(s) and the written approval by an officer of the Cemetery. The Cemetery form must be checked and initialed showing that the remains are not buried or scattered at Cemetery. The Owner or deceased's next-of-kin, or their respective authorized representative(s) are responsible for the Cenotaph Authorization Recording Fee which is provided at the Cemetery office. Memorialization for all persons not buried at the Cemetery, must include "In Memory Of" on the memorial, including but not limited to any scrolls, additional scrolls, engraving, etc. Additional fees incurred must be paid at the Owner's expense. The cemetery must keep records of who is buried and who is not buried at the Cemetery.

98. If any memorial, structure, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to (a) refuse to authorize the placement of such memorial or object; or (b) if already in place, the Cemetery shall have the right to remove, change or correct, any such offensive or improper memorial, object or inscription. The Owner shall be liable to the cemetery for the actual cost of correcting such installation and shall have not less than 30 days of receipt of notice from the cemetery to correct the nonconformity.

99. It is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a breach of the Cemetery's Purchase Agreement or any error or mistake in connection with the Interment Rights. Any other breach of the Cemetery's Purchase Agreement, and in the event of a resulting loss, Cemetery's liability shall be limited to amounts theretofore paid to Cemetery by Purchaser, plus a maximum of \$100.00 as liquidated damages, not as a penalty, and this remedy shall be exclusive. The cost of any repair, removal or replacement shall be paid by the Owner of the Interment Rights. Adequate notice of the cemetery's intentions will be provided to the owner.

100. Except as otherwise provided herein, no memorial may be removed from an interment space within the Cemetery, without the prior written consent of the Owner and next-of-kin of the deceased, or their respective authorized representative(s) and the written approval by an officer of the cemetery. Any such removal shall be made in accordance with the applicable requirements of the Cemetery relating to installation and removal of memorials.

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

102. Third party installers must be able to provide proof of valid registration to the Cemetery in the form of a registration number that can be confirmed with the Secretary of State of Ohio. Non-registered installers are not allowed. All dealers must be properly insured within the State of Ohio and provide a copy of their insurance information to the Cemetery.

103. The Cemetery has established installation requirements for the installation of merchandise, outer burial containers, memorials and foundations, and all installations performed within the Cemetery must fully comply with these requirements. The Cemetery's specifications and installation requirements are encompassed in the several Addendums attached to these Rules and Regulations and are on file and available in the office of the Cemetery.

104. There shall be submitted to the Cemetery for approval a blueprint or rendering, provided by the manufacturer, and an adequate description of each outer burial container, memorial or foundation specifying material, size, inscription, name of manufacturer, warranty and style number prior to receiving authorization to place any outer burial container, memorial or foundation within the Cemetery. For outer burial containers, if said outer burial container is a standardized production item of the same type, style and material, it shall only be necessary to submit the required information to the Cemetery once for approval.

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

106. The Cemetery reserves and shall have the right to inspect the completed installation of any memorial, memorial foundation or outer burial container performed by contractor(s) or merchandise dealer(s) and determine that the installation was performed completely and in accordance with the Cemetery's specifications and installation requirements. If the Cemetery determines that the installation was not completed or properly performed, it shall notify the contractor or dealer and require that any deviations from the specifications and installation requirements of the Cemetery be will expeditiously corrected. If any deviation is not corrected within 30 days from receipt of notice from the cemetery, the Cemetery may, after advising the owner, make such corrections and charge the Owner for such remedial work. If it is not practical to correct the deviation, the Cemetery may, in its discretion, remove the installation. Any contractor or merchandise dealer who willfully violates the Rules and Regulations, specifications or installation requirements of the Cemetery shall be prohibited from performing any further work in the Cemetery.

107. The Cemetery shall not be responsible for any defects in material or defects in workmanship, errors or omissions relating to merchandise, outer burial containers, memorials or foundations purchased from and/or installed by persons or entities other than the Cemetery. The only warranty on any goods sold in connection with the Cemetery's Purchase Agreement is the express written warranty, if any, granted by the manufacturer. The Cemetery makes no warranty, express or implied, including any implied warranties of merchantability, suitability and/or fitness, with respect to the goods so described, including, but not limited to merchandise, outer burial containers, memorials or foundations, mausoleum crypts, lawn crypts, or niches sold. The only warranties

relating to such items shall be those implied warranties provided by law and the cemetery makes no express warranties with respect to said items.

108. Contractor(s) and merchandise dealer(s) shall obtain and furnish to the Cemetery, prior to making any installations, satisfactory evidence of the following:

- Workers' Compensation and employer's liability insurance in an amount not less than \$100,000 for each accident, with an aggregate limit of not less than \$500,000.
- Automobile liability insurance covering owned, non-owned, borrowed and hired vehicles in the amount of at least \$1,000,000 for each occurrence of bodily injury or property.
- Comprehensive general liability insurance covering premises operation, contractual liability, products, and completed operations in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage), with an aggregate liability limit of not less than \$2,000,000.
- Cemetery Compliance Bond in the amount of at least \$10,000 guaranteeing that work performed by contractor is in accordance with the Cemetery's Rules and Regulations
- As an alternative to the bond described in (d) above, the merchandise dealer may post a bond with the Secretary of State in the amount of \$25,000.
- The Cemetery may waive any or all of the foregoing insurance and bonding requirements upon satisfactory proof, to the satisfaction of, and at the sole discretion of the Cemetery, of the contractor's or merchandise dealer's financial responsibility.

109. The Cemetery expressly reserves and shall have the right to inspect the completed installation of merchandise, outer burial containers, memorials and foundations installed by contractors and merchandise dealers. An Inspection/Supervisory Fee shall be paid to the Cemetery, in advance, for these services in accordance with the fee schedule on file in the office of the Cemetery.

110. A merchandise dealer, provider of merchandise services, or any person proposing to install, including, but not limited to, scrolls, cameos or perform engraving in the cemetery must submit an application for approval of the scroll, cameo and/or engraving services to the cemetery reasonably depicting or describing the design, style, size and content and material of the merchandise to be installed. This application shall be accompanied by a sketch of the proposed merchandise with the proposed lettering. The application shall specify whether the merchandise and/or service is subject to a warranty and a copy of the warranty shall be provided to the cemetery with the application. The written approval of the owner(s) of the burial rights or his executor, administrator, or other legal representative shall be on the application form submitted by the installer or performer of services. Within two (2) business days of a request for installation by the installing person, the cemetery shall schedule the installation of the merchandise or performance of the

services to occur within five (5) business days, provided all the proper authorizations and other requirements have been delivered to and approved by the cemetery.

111. The process of reviewing any application for approval of the aforementioned merchandise and/or engraving services submitted shall be considered an administrative function associated with the installation of the merchandise and the cemetery shall charge a fee to reimburse the cemetery for its actual costs incurred in processing the application. The fee for reviewing any application for approval of merchandise to be affixed to, or engraved, on a monument already attached to realty above ground or to a mausoleum crypt is listed in the cemetery's schedule of charges and fees as the "Permit Fee".

112. Any person engaged in the retail sale of an outer burial container (being "merchandise") to consumers who wishes to install the outer burial container shall submit an application for approval of the outer burial container describing the style, size and content and material, together with the names, addresses and telephone numbers of the supplier and installer of said outer burial container. The application shall contain a signed acknowledgement that the merchandise dealer is in receipt of the cemetery's Rules and Regulations and a statement by the owner(s) of the burial rights or his or her executor, administrator or the legal representative that he has approved the outer burial container and has authorized installation by the merchandise dealer or installer. The application shall specify whether the outer burial container is subject to a warranty and a copy of the warranty shall be provided to the cemetery prior to installation. The application shall be submitted to the cemetery no later than 24 hours prior to the time of the burial service for which the outer burial container is to be used. Following the submission and approval of the application, the cemetery shall schedule the time of the installation with the installer. Immediately preceding the installation, the installer shall permit the inspection of the merchandise by a cemetery employee (to be designated by the cemetery) to assure compliance with the cemetery's Rules and Regulations.

113. The cemetery shall charge a fee to reimburse the cemetery for costs incurred in processing the application and other administrative tasks associated with the installation. Said fee is listed in the cemetery's schedule of charges.

CARE AND MAINTENANCE

114. The purchase price of all Interment Rights sold and to be sold in the Cemetery, includes a percentage to be deposited into the Endowment Care Fund, which amounts are held in trust and invested in accordance with the laws of the state. Endowment Care means that, within the limits permitted by the income derived from the Endowment Care Fund, the Cemetery grounds will be maintained and preserved including cutting of the grass, and trimming of shrubs and trees at reasonable intervals; the procuring of, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose and replacing same when necessary; keeping in good repair the drains, water lines, roads, buildings, fences and other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable

intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to public authorities and other interested persons.

115. All care and maintenance performed within the Cemetery (including, but not limited to, all landscaping, grading or improvement of any kind) shall be performed by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise expressly granted, in writing, by an officer of the Cemetery. The Cemetery may permit an outside landscaping contractor to perform landscaping services, provided such contractor and such work comply with the requirements and specifications on file in the Cemetery's office, and provided such work is authorized in writing by a Cemetery officer. Any such contractor shall also be required to comply with Section 98 of these Rules and Regulations.

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

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

MAUSOLEUM REGULATIONS

119. No entombments shall be made in any above ground crypt unless the casket containing such remains must be placed in an outside container acceptable to the Cemetery, which outside container is constructed and designed to resist the leakage of body odors and fluids. The cost of said outside container will be the responsibility of the lot owner and/or next of kin arranging for the entombment.

120. The dimensions of mausoleum crypts and/or niches are specific and cannot be altered. It is the sole responsibility of the owner of the entombment and/or inurnment right for a particular crypt and/or niche to assure that any casket and/or urn purchased for use for the entombment and/or inurnment will fit in the crypt and/or niche. The cemetery is not responsible, in any way, to assure the casket and/or urn will fit; rather the owner of the crypt and/or niche is responsible for knowing the dimensions of the crypt and/or niche prior to purchasing a particular casket and/or urn.

121. Visitors are welcome whenever the grounds are open. Please do not bring pets, live flowers, plants, candles, ornaments, religious objects, or photographs into the mausoleum. To protect the marble and granite, do not attach anything to the crypt or niche fronts. Mausoleum crypt decorations are subject to the sole approval of a cemetery officer and any artificial arrangement can only be placed in an approved permanent bronze vase. The use of decorations including, but not limited to, decorations placed on the floor, freestanding easels, wrought iron stands, or decorations attached to crypt fronts by wire, tape, glue or such other similar method is strictly prohibited.

122. No smoking, incense, flame, heat, or smoldering substance or device of any kind is permitted inside a mausoleum.

123. No living or cut plants are permitted inside the mausoleum except as a temporary display during a service, after which they must be immediately removed.

124. Except where otherwise expressly authorized in writing by an officer of the Cemetery, and to preserve the dignity of the mausoleum, the inscription shall include only the family name, first name, middle initial, and years of birth and death. Including, but not limited to bronze vases, additional inscriptions and cameos attached to crypts and niches are subject to the sole approval of the cemetery.

125. To preserve the dignity of the mausoleum, inscriptions and memorialization including, but not limited to bronze crypt plates, vases, scrolls, additional inscriptions and cameos attached on crypts and niches are performed by the Cemetery only. No inscriptions or memorialization including, but not limited to bronze crypt plates, vases, scrolls, additional inscriptions and cameos are permitted from an outside source on our mausoleum buildings.

126. Unless specifically written in a contract and properly deposited in the cemetery's appropriate trust account including, but not limited to: engravings, date of death engravings or scrolls, opening and closings and professional service fees are not included in the purchase price and there will be additional charges for these services at the time of need.

127. All remains entombed in mausoleums shall be in a casket or alternative container conforming to the standards as prescribed by the Cemetery. The Cemetery requires that mausoleum entombments be in a casket or alternative container, or other container approved by the Cemetery, which is constructed and designed to be resistant to the leakage of fluids and odors.

CASKETS AND ALTERNATIVE CONTAINERS

128. The cemetery specifically reserves the right to limit and approve the size, type and kind of urns and caskets to be placed into graves, crypts or niches. All ground interments shall be made in caskets or alternative containers. All such caskets or alternative containers shall be constructed from at least three-quarter-inch (3/4") thick particleboard of sufficient strength to support the weight of an adult human body. Alternatively, caskets or alternative containers

constructed from cardboard, corrugated fiberboard, wicker, pressed paper of similar materials may be used if such caskets have been approved by the Cemetery after receipt of satisfactory proof by the Cemetery that such casket has been adequately tested and is shown to be of sufficient strength to support the weight of an adult human body. The cemetery does permit combination vault urns for cremated remains when constructed of approved materials, normally cultured marble or natural stone. We also permit natural burials in open bottom outer containers, and these burials do not require embalming and may be wrapped in linen or contained in an appropriate commercial container as described above.

MEMORIALIZATION

Flush Marker Rights

129. Only professionally installed, cemetery quality, recessed or pop-up vases are permitted as permanent decorations on spaces designated only for flush mounted memorials. All other decorations are considered temporary.

130. Spaces designated “flush only” are not permitted flag holders or other durable decoration. They are intended for flowers in properly installed and approved pop-up vases or cut flowers only. A small veteran’s flag may be pushed into the ground centered at the top of the marker.

Upright Marker Rights

131. Spaces permitted upright markers shall be allowed bevels, slants, die and base, tablet, or other marker styles per requirements otherwise noted in these Rules and Regulations, the contract, lot book, or other Cemetery documents. See the “Decorating Policy” for more information.

Monuments

132. A monument space or row refers to a space where upright memorialization is permitted. In some areas this may mean a marker for one or more individuals, in others it may also refer to a family monument supplemented by markers for one or more individuals. The Cemetery staff can determine what is applicable based on the contract, section map, lot book, or other records. The Cemetery staff can also determine if engraving is permitted on one or both sides of the monument.

Benches In Lieu of Monuments

133. Benches may be placed on plots with a monument privilege in lieu of a monument providing they otherwise conform to the aesthetics of the section and are of a design that mimics a monument (cremation style, solid, single post, etc.). Park-style benches or benches with multiple posts or legs are not permitted in lieu of a monument. When used in lieu of a family monument, these benches may be engraved only with the family name and decorative text. Individual names and dates must be on one or more separate memorials in these sections. This does not apply in a section where the bench is in lieu of an upright marker, not a family monument. When a cremation-style bench is used in lieu of a monument, it must be solid and not contain cores or vacant spaces that could be used for interment unless either: a) the

cremation spaces are used in lieu of a purchased interment right and so noted in the contract and lot book, or; b) interment rights are purchased with the bench.

Historic Memorials and Sections

134. Any memorial shall be deemed historical 50 years after the death of the original purchaser and may not be modified or removed without the consent of the Cemetery. The intent of this rule is to allow families to maintain and upgrade memorials but also to respect the wishes of the original purchaser and the historical integrity of the cemetery. When there are no heirs of the owner of a memorial, or no heirs have been in formal contact with the cemetery for at least 50 years, the memorial shall be considered to be a part of the cemetery. The cemetery reserves the right to maintain, repair, replace, remove, or otherwise modify historical memorials, or not do these things, as it sees fit.

135. New memorials in historic sections must conform to the styles, colors, polish finishes, and general aesthetics of the section as determined at the sole discretion of the Cemetery. Historic Sections are lettered or numbered 112 and below.

Cleaning Memorials

136. Only owners and heirs or those permitted by the Cemetery may clean or contract for the cleaning of memorials, and methods or contractors must be approved by the Cemetery and a "hold harmless" agreement placed on file. The cemetery reserves the right to clean any memorial without liability so long as reasonable care and standards are utilized.

Glass Fronted Niches

137. Glass niches must be decorated in accordance with the rules for other crypts and niches detailed herein. Additionally, plain containers or urns intended for burial or enclosed niches or crypts shall not be used in a glass fronted niche – urns or containers may be of any variety of style, but must be designed to be attractive and tasteful in an open display and made of durable materials as deemed appropriate by the Cemetery. Displays in glass fronted niches are encouraged, but items must not be offensive or tacky and must be of a durable nature. The cemetery reserves the right to prohibit or remove from a glass fronted niche items that it deems not appropriate.

CLEANING OF GROUNDS, SCHEDULE, AND HOLIDAY INFORMATION

138. The grounds may be cleaned daily in order to present a neat and dignified appearance and facilitate lawncare and maintenance. Out of date, displaced, worn, or items otherwise deemed undesirable will be removed, as will anything in violation of cemetery rules. Cleaning will be suspended for the week after Easter, Mothers Day, Memorial Day, and from December 5th until January 10th.

139. The Cemetery is not responsible for stolen, lost, damaged, or missing decorations.

140. Monument saddles or any other attachments to markers, monuments, fences, or mausoleum crypt or niche fronts are prohibited. Likewise no fence or wall or tree or other feature may be painted or otherwise marked upon.

141. Flowers placed for a burial will remain in place for at least 48 hours.

142. The Cemetery reserves the right to make exceptions, suspensions, or modifications as it deems appropriate. See appended decorating and planting policy for more details.

BURIAL GOODS

143. Green Lawn Cemetery does not permit the opening of a grave, niche, mausoleum, crypt, vault, casket, or other container for the purpose of recovering items buried with the deceased. The Cemetery assumes that the original owner or the person authorized to bury said remains intended for any items so interred to remain with the deceased forever. This exclude temporary decorations such as real or artificial flowers, bunting, trivial paper goods, or similar that may be used to decorate inside a private mausoleum, but includes personal mementoes, possessions, and keepsakes clearly intended to be left with or permanently memorialize the deceased.

INCLUSION

144. Green Lawn Cemetery does not discriminate in hiring or in the selling of interment rights, or the placement, memorialization, or application of these Rules and Regulations. Green Lawn Cemetery provides a final resting place and memorialization for all. Sections may be designated for a particular faith or organization at their request upon purchase.

145. Remaining interment rights in Sections that were in an earlier era designated for Black families shall be limited to the descendants of those previously buried in those sections so that the memory of the wrongful practice of segregation shall be preserved.

MODIFICATIONS AND AMENDMENTS

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

147. Circumstances may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Cemetery therefore reserves the sole right, without notice, to make exceptions, suspensions, or modifications in any of the Rules and Regulations when, in its judgement, the same appear advisable. Any such temporary exceptions, suspensions, or modifications shall in no way be construed as affecting the general application of these Rules and Regulations or as precedent.

ENFORCEMENT

148. When employed or contracted by the cemetery and duly appointed, the Cemetery Police shall be charged with enforcing these rules and applicable law under the Ohio Revised Code on cemetery grounds and other areas as applicable under Ohio law.

149. It is emphasized that any un-authorized deposition of human or animal remains, including but not limited to burial, including in a casket with another set of remains, spreading, or any other means of interment or disbursal that is not contracted and paid for or otherwise authorized by the Cemetery is theft and may be prosecuted to the full extent of the law.

150. The Cemetery maintains a zero tolerance policy towards vandalism, theft, and assault or harassment of staff or visitors.

151. Cemetery staff, police, or security retain the full authority allowed under Ohio law to enforce these Rules and Regulations or, as appropriate, Ohio Revised Code, in the Cemetery or their respective jurisdictions provided by law.

CONFLICTED RULES

152. These rules are printed in many places including herein, on contractual documents, signs, the internet, informational pamphlets, maps, filed with various government agencies or other information repositories, and other places. Some of these sources are intended to provide greater detail for specific rules (decorating and planting policies, for example). When there is a conflict between any of these multiple versions, it should be assumed that the more restrictive version, or the version that provides the most protection to the cemetery, is the correct version, until the most current version of this document can be consulted at the cemetery office. The cemetery reserves the sole right to decide any discrepancies that may occur in any version or versions of these rules.

SO ADOPTED BY GREEN LAWN CEMETERY ASSOCIATION JANUARY 23, 2025

ADDENDUM A (dated May 11, 2019)

To the Rules and Regulations of Green Lawn Cemetery, applicable to the operations and processes of Memorial Properties Ohio as the Operator of the cemetery.

CEMETERY SPECIFICATION FOR OUTER BURIAL CONTAINERS

The following products/specifications will be approved for burial within any of the MEMORIAL PROPERTIES OHIO locations.

Our lot owners shall choose outer burial containers of (a) not less than 12 gauge welded steel, (b) rotational molded polymer with a double walled seamless vault infused with polyethylene expanded structural foam or © the polypropylene/ABS non-porous air seal vault or (d) concrete vaults of 3,000 PSI or greater for all in ground interments.

Location and Design: Plans, specifications and location of all memorial work is subject to the approval of Cemetery management. Only one family monument will be permitted on any entire lot, one companion memorial on a companion lot or one individual memorial on a single grave space.

Insurance: The memorial, monument, bench, crypt front, photograph, and any and all embellishments are the personal property of the lot owner and can be insured under their homeowners' policy

Permit Required: For the protection of all lot owners, it is necessary that contractors, firms and/or persons erecting, cleaning or repairing memorials obtain a permit, and in doing such work comply with the reasonable directions of the Cemetery. The contractor, firm, and/or vendor requesting such permit may be required to furnish satisfactory evidence of their ability to properly perform the work proposed.

First Quality Material: All monuments, markers, memorial bases, and benches must be of first quality granite or marble suitable for outside memorials. Such material will be guaranteed by the dealer to be free from sap and components which cause rust or other stains and from natural faults which might cause checks or cracks.

Agreement by Monument Dealer: Monument dealers agree to set monuments and markers in conformity with Cemetery requirements and in accordance with the trade standards of proper methods of handling and setting.

First Class Workmanship: To be considered first class workmanship, a memorial is not to show unsightly point or tool marks or staining from process of manufacture.

ADDENDUM B (dated May 11, 2019)

To the Rules and Regulations of Green Lawn Cemetery, applicable to the operations and processes of Memorial Properties Ohio as the Operator of the cemetery.

CEMETERY SPECIFICATION FOR MEMORIAL INSTALLATIONS AND FOUNDATION

MEMORIAL INSTALLATION REQUIREMENTS

1. Upon receipt of all necessary paperwork, as outlined in sub-paragraph "a" listed below, and applicable fees, the Cemetery shall issue a work permit specifying the date the installation is to be performed. Any variance from the specified date must be approved in writing in advance by the Cemetery. Installation of memorials or foundations will be permitted Monday thru Friday during the hours of 9 a.m. to 5 p.m. Installation of memorials or foundations will not be permitted on Saturday or Sunday or on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve or Christmas Day.

(a) The following documents must be submitted to the Cemetery, accompanied by the applicable installation/site inspection fee: A drawing or rendering, provided by the manufacturer, and an adequate description of each memorial or foundation specifying material, size, inscription, name of manufacturer and style number. An authorization for memorial installation form (this form is available at the Cemetery office) signed by both the Owner of the particular interment space and the deceased's next-of-kin, or their respective authorized representative(s).

2. Vendors and/or persons installing memorials or foundations are prohibited from: attaching ropes to trees and shrubs, scattering material over adjoining lots, blocking avenues or pathways, or leaving tools, equipment or other material on the Cemetery grounds longer than is absolutely necessary.

3. Installations must be performed in a manner to avoid injury to grass, trees and shrubs. After installation is complete, all debris must be removed from the surrounding area and grass shall be restored to its condition prior to the installation and a cemetery representative must visually inspect and sign off.

4. No equipment, tools or other items for the installation of memorials or foundations shall be brought into the Cemetery until required for immediate use; nor under any circumstances, when a funeral is in process in the general area of installation; or between 5 p.m. Friday and 9 a.m. Monday; and no work shall be performed during said time; nor shall such materials be placed on lots adjoining the one on which such installation is to be made without the written permission from the Cemetery. Once commenced the work shall proceed expeditiously until completed.

5. While a funeral or interment is being conducted nearby, all work of any kind shall cease.

6. All work is subject to approval by the Cemetery and, if unsatisfactory, shall be removed or completed to the Cemetery's satisfaction, upon the sole direction of the Cemetery management. Any fees with this paragraph #6 will be solely assessed by the cemetery to the contractor. The contractor will have 10 days to pay in full. If the contractor fails to pay his assessed fee in full, he will not be allowed to do any further work in Memorial Properties Ohio.

7. The Cemetery office will provide a work permit for each installation to be performed only when all fees, and arrangements have been satisfactorily completed. The Cemetery requires that all requests for installations and foundations be in writing as outlined above and submitted to the Cemetery at least three business days prior to the requested date of installation. Every reasonable effort will be made to accommodate requests. Once the work permit is issued, the Cemetery requires that upon completion of all work and satisfactory inspection, the permit be dated and signed by the person doing the installation and a cemetery representative, and returned to the Cemetery office to be placed with the records of the lot owner.

FOUNDATION REQUIREMENTS

1. Approved Upright Memorials/Monuments and Benches

The foundation shall be formed to the length and width of the memorial base and shall be poured to a depth of at least eighteen inches (18") using pre-mixed wet concrete with a minimum crushing strength of 2500 psi. Larger installations require greater depth and reinforcement. The top of the foundation shall have a leveled float finish and be finished one-half inch below grade. The base of the monument shall be bonded to the foundation using a one-half inch thick wet mixture of sand and cement or mortar mix. The tablet of die shall be sealed to the base with an approved sealant. All foundations must be prepared and satisfactorily inspected at least one week prior to monument installation. All waste from foundation excavation is to be removed from the Cemetery lawns and/or roads. When forms are removed from foundations, the vacated area is to be filled with sand. Installers must use cemetery walkways for access to lots, the location for the foundation will be identified on approved permits or the site will be marked.

2. Granite Memorials or Bronze on Granite Memorials

All granite memorials or bronze on granite memorials shall be a minimum of 4 inches (4") thick (flush mounted) or 6" (non-flush). After completion, all waste from excavation must be removed and any noticeable areas between the memorial and the existing lawn filled with sand.

3. Any monument and/or memorial installed without proper authorization and/or payment of applicable fees shall be removed and a fee of \$50.00 will be assessed to the lot owner. The monument and/or memorial will not be reinstalled until all fees are paid and the monument and/or memorial conform to regulations.

ADDITIONAL MEMORIAL, INSTALLATION AND FOUNDATION SPECIFICATIONS

Size of Monument: The face area of the monument must not exceed 15% of the superficial area of the lot and the length cannot exceed 75% of the width of the lot, at point of placement. Minimum size single tablet is 1.0 x 0.6 x 1.10; minimum size base is 2.0 x 1.2 x 0.6.

Size of Memorial: The face area of the memorial must not exceed 15% of the superficial area of the lot and the length cannot exceed 75% of the width of the lot, at point of placement. Minimum size single memorial is 24" x 12"; minimum size base is 28" x 16" (this excludes infant and child memorials for infants/children only). Minimum size companion memorial is 36" x 13"; minimum size base is 40" x 17" (this excludes infant and child memorials for infants/children only).

Benches: The minimum size for any memorial bench top is 3.0 x 1.1 x 0.4; minimum size for bench legs or supports is 1.0 x 1.0 x 0.4. From the date of these specifications forward, all memorial benches must be granite and have a granite base with a minimum size equal to or greater than that of the top.

Drawing Required: To avoid errors it is required that a drawing, drawn to scale, showing design and complete inscription in detail, with all dimensions, be submitted in duplicate and that approval in writing be secured from the Cemetery before the foundation for the memorial is installed, with the approval of the material, design and finish of the memorial to be secured in writing by the Cemetery before commencing work upon the memorial.

Outside Workman: All workmen employed by outside firms, while within the Cemetery, are subject to the Rules and Regulations of the Cemetery. Dealer's copy must be in possession of the workmen making installations. No Saturday or Sunday installations.

Photographs on Memorials, Crypts & Niches: The reproduction of a photograph on glass, porcelain or other material is not permitted, except where the photograph has a metal cover of non-ferrous material. It is further understood that this is the sole responsibility of the lot owner. These embellishments should be inset into the stone when possible.

Urns: No open stone urns or areas in monuments intended for planting of live flowers or shrubs will be permitted.

"Slant" Memorials: Green Lawn Cemetery requires bases for slant memorials.

Tablets must extend at least 20" into the ground or be mortared into a slotted base appropriate to provide stability. Tablets set into the soil will be installed in accordance with the best practices for installing upright Government-style markers.

No advertising or promotion of any business, of any kind, will be allowed on the cemetery grounds without prior written authorization from a cemetery official, including, but not limited to, any monument, memorial, bench or memorial base.

The Cemetery reserves the right to refuse memorials that are incongruent with existing memorials in any section or area of the Cemetery.