



# LINDQUIST

MORTUARIES • CREMATIONS • CEMETERIES

OGDEN • NORTH OGDEN • ROY • SYRACUSE  
CLEARFIELD • LAYTON • KAYSVILLE • BOUNTIFUL

# LINDQUIST MEMORIAL PARKS

## DECORATION CLEANUP SCHEDULE FOR 2022

In accordance with standard cemetery policy, the cemetery will be cleared of **all flowers and decorations.** This process begins at 7:00 am and can take up to **3 days.**

<b><u>Holiday</u></b>	<b><u>Removal starts</u></b>
Christmas(12/25/21)	3/1/22
Easter(4/17/22)	4/25/22
Mother's Day(5/8/22)	5/16/22
Memorial Day(5/30/22)	6/6/22
Father's Day(6/19/22)	6/27/22
Veteran's Day(11/11/22)	11/21/22
Thanksgiving(11/24/22)	12/5/22

**Fresh cut flowers are allowed in approved vases only, during mowing season.**  
Except for the above mentioned holidays.

2022

# Lindquist Memorial Parks

**Washington Heights Memorial Park**

4500 Washington Blvd

Ogden UT 84403

(801)479-7000

**Memorial Gardens of the Wasatch**

1718 Combe Rd

Ogden UT 84403

(801)479-7000

**Lindquist Memorial Park at Layton**

1867 N. Fairfield Rd

Layton UT 84041

(801)479-7000

Rules & Regulations



## LINDQUIST MEMORIAL PARKS

LINDQUIST MEMORIAL PARK  
AT LAYTON

MEMORIAL GARDENS  
OF THE WASATCH

WASHINGTON HEIGHTS  
MEMORIAL PARK

2018

### **Introduction**

Washington Heights Corporation (the "Company") is a for profit company organized under the law of the State of Utah. The Company owns and operates Washington Heights Memorial Park, Memorial Gardens of the Wasatch, and Lindquist Memorial Park at Layton (collectively called the "Memorial Parks"). The Company is organized to develop these Memorial Parks, sell cemetery merchandise and services, and interment rights to the burial lots located in the respective parks. The purpose of the Company is to provide and perpetually maintain nonsectarian, beautiful, and peaceful parks for the memorialization of the human deceased. The Company, through its officers and employees, enforces the following Rules and Regulations.

#### **A. Scope**

These Rules and Regulations, and those which may hereafter be adopted or amended by the President of the Company, are designed for the benefit and protection of every lot and grave in the Memorial Parks; therefore, all lots and lot owners are subject to these Rules and Regulations. All sales of interment rights, cemetery merchandise and services are limited and subject to these Rules and Regulations. All lot purchasers, owners, and visitors are hereby bound to and by these Rules and Regulations and, therefore, should carefully read them.

#### **I. Ownership and Privileges**

##### **a. Purchase of Lots**

Lots may be purchased from the Company. No lot shall be sold without an Endowment Care Fee and no deed shall be issued until the purchase contract is fully paid for and performed. Partial payments on convenient terms may be arranged for lots purchased in advance of need. However, no interment or memorial will be allowed on any lot until that lot is paid for in full. Notwithstanding the above, an exception may be given if the Company, in its own judgment, finds special circumstances warranting such an exception. In the case that the Company finds an exception to this rule, any and

all interments placed in or memorials placed on said property shall be considered permissive until such property is paid in full.

b. Nature and Extent of Rights Acquired

Upon full payment and fulfillment of the purchase contract for a lot, a deed shall be issued in the name of the contracting party. This deed vests the interment rights in the specific burial estate described on the contract and deed. This deed vests in the grantee, his or her heirs, devisees, executors, administrators, and assigns. However, this interment right is limited and subject to these Rules and Regulations.

c. Evidence of Ownership

The only evidence of ownership that the Company shall accept is a deed to a burial lot from the Company and its record on the books of the Company.

d. Recording of Deeds

It is prohibited for lot owners to record their deeds. Every January and July of each year, the Company shall certify and deliver to the respective County Recorder of each of the Memorial Parks a list of all burial lots deeded with the names of grantees made within the previous six (6) months in accordance with Utah State Code § 8-3-3. The County Recorder, according to the County's Rules and Regulations and applicable laws, enters the names upon the official plat on file in the Recorder's office.

e. Assignability of Title and Interest

No assignment or transfer of any lot, or portion thereof, or interest therein shall be valid until the consent of the Company has been endorsed thereon and payment has been made to the Company for the Transfer Fee. The Company, however, reserves the right to withhold such consent for any reason.

f. Descent and Inheritance of Ownership

Upon the death of the lot owner, the lot shall descend as set forth in the owner's will or by law, and the Company shall recognize the beneficiary as the new owner. The following are forms of evidence recognized by the Company of proof of inheritance or succession: affidavit of heirship, or a certified copy of the decree of distribution of the estate of the deceased lot owner. If this evidence has not been filed with the Company, the Company reserves the right to determine the heirship or successorship and



may do so by using its best judgment. Any burial based upon the Company using its best judgment in this manner is permissive and will not be considered permanent until the Company is presented with satisfactory evidence of heirship or successorship as described above. In any event, the Company shall not be liable for failure to properly determine the legal successor or heir of the deceased lot owner.

A fee will be charged for the filing and recording on the records of the Company the names of the heirs, decree of distribution, or any other evidence of heirship or successorship. After the heir or successor is determined and the deeds and other instruments have been properly changed and recorded to reflect this new ownership, the successor or heir shall have all the same rights and use of the lot as if he or she was the original owner.

g. Changing of Name(s)

All deeds and records are made in the names of the contracted parties. After the issuance of a deed, the Company may charge a fee for any name change on any instrument, deed, or record, provided that the purchaser or owner make the request and such a change is permitted.

h. Abandonment

If remains are disinterred from a single grave, and the official name on the lot is the one who was disinterred, and no heir files a claim of ownership with the Company for the grave within seven (7) years after the remains were disinterred, then, at any time after the seven (7) years, the lot shall be considered abandoned and shall revert to the Company and the Company will have all rights to the property and may, thereafter, resell it.

A lot will also be considered abandoned, if the lot owner, who is the owner of record with the Company, is buried somewhere other than that lot, and no heir files a claim of ownership with the Company for the grave within seven (7) years after the burial of the owner, the lot shall be considered abandoned and shall revert to the Company and the Company will have all rights to the property and may, thereafter, resell it.

i. Joint Ownership

Each joint owner is authorized to speak for other joint owner(s) and, therefore, the Company

may accept orders from any one of the joint owner(s) without the need to account to the other joint owner(s). The Company will not be liable for acting at the request of a joint owner in accordance with this rule.

j. Easements

The Company reserves a right of way and easement over and in all lots for the purpose of providing access to lots, laying and maintaining water and drainage pipes, and for any other development, maintenance, or care of the Memorial Parks as deemed necessary by the Company. This includes, but is not limited to, the right for the Company, to move equipment over any lot for the purpose of maintaining and developing the Memorial Parks.

## **II. Burials**

a. Interments

i. Human Deceased, Certificates, and Permits

Interments are limited to human deceased. No interment will be permitted or remains received unless the proper certificates or permits, as required by law, are furnished to the Company.

ii. Notice

A written order of the owner of the lot or of the person designated by section I(f) herein, unless the interment is for the owner, is required before an interment is allowed on the owner's lot. Notice is defined as the Company's receipt of all of the following information: owner's name and address, the name of the person to be interred, the location of the grave, the type of vault to be used, the name of the mortuary and funeral director, and the date and time of the funeral. To open a grave, the Company requires twenty-four hour (24) notice before the interment is to take place.

iii. Misinformation or Inability to Open Specified Grave

If the Company receives instructions that are incomplete or indefinite, or for any reason the grave cannot be opened where specified, the Company will not open another lot. The Company will not open a grave until it receives all information necessary to properly do so.

iv. Payment

All charges must be prepaid with the Company before an Interment is allowed, unless a special



exception is granted by the Company as referenced in section I (a) of these Rules and Regulations.

v. Information Given Telephonically

Information given by telephone will be taken with particular care, but the Company will not be responsible for errors arising out of the same. Notwithstanding the receipt of information over the telephone, all orders must be confirmed in writing, per section 11 (a) (ii) of these Rules and Regulations, before any action is taken.

b. Advance Payment of Burial Fees

No grave will be opened until all burial fees have been paid in full to the Company or arrangements have been made for the payment of those fees and the Company finds said arrangements satisfactory.

c. Hours

Funerals and interments will be permitted on Monday through Saturday from 8:00 a.m. to 4:00 p.m. However, no funeral or interment will be allowed on the following holidays: New Year's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day. Notwithstanding the above rule, in the case of death from contagious disease or great emergency, special permission may be obtained from the Company to have a funeral and interment on a time otherwise excluded by this rule. However, the Company reserves the right to charge an additional fee for any such exception.

d. Vaults

Vaults are intended to minimize maintenance problems and keep the Memorial Parks from becoming unsightly and hazardous from settling. The Company requires a vault to be used for all interments. Cremations are not exempt from this rule. Vaults must be made of concrete or twelve (12) gauge or heavier copper, steel, or bronze.

e. Vault Delivery

Vaults must be delivered to the Company during its normal operating hours of Monday through Friday from 8:00 a.m. to 4:00 p.m., and must be delivered at least four (4) hours prior to the scheduled funeral and interment time. Full payment of all applicable fees must be made and the name of the deceased must be given to the Company by the time the vault is delivered. If the vault is rejected by the Company

because it is unsuitable or late, the Company shall use one of its own vaults as a replacement thereof, charging the lot owner its standard price with an additional fee.

f. Opening and Closing of Graves

No grave shall be opened, closed, or sodden except by the employees of the Company. The Company does not permit mounds over graves, or stone or other enclosures around graves.

g. Contagious Disease

Advance notice must be given to the Company of the intent to inter remains of any person who died of a contagious disease in order to give the Company the proper time to make suitable arrangements to insure the safety of its employees and the public. The remains of any such person shall not be disinterred unless the proper amount of time has lapsed as required by law.

h. Burials per Grave

The Company permits one casket with one deceased per grave, unless the purchase agreement specifically provides otherwise and is approved by the Company. Other exceptions may be granted with the consent of the Company. However, the Company reserves the right to approve or deny any request, at its sole discretion.

i. Correction of Errors

The Company has the right to correct any of its errors in any interment, disinterment, removal, description, or transfer or conveyance of any interment property. At the sole discretion of the Company, this correction may include refunding the amount of money paid on the account for the purchase of the lot, cancelling the conveyance, substituting another lot or other interment property of equal value and similar location.

In the event the error involves the interment of the remains of any person in such property, the Company has the right to remove and re-inter the remains to such other property of equal value and similar location, as determined by the Company. The Company may also correct any error on any inscription. In the event that an error involves the interment of the remains of any person in a location other than the agreed upon location, the Company may remove and re-inter the remains to the correct location, at its own expense and without liability. In



any event, the Company shall not be liable for any of the above named errors or any similar errors that it may make.

### **III. Grounds' Rules for the Memorial Parks**

#### **a. In General**

Unless otherwise stated, the Rules found under this section apply to all of the Memorial Parks. All owners and visitors must understand that the beauty of the Memorial Parks depends on compliance to these Rules and Regulations.

#### **b. Memorials and Monuments**

##### **i. Setting of Memorials**

All memorials will be set either by an employee of the Company or by a monument dealer, so long as the monument dealer has met certain criteria set forth by and makes advanced arrangements with the Company. All memorials will be set evenly with the level of the lawn and contour of the ground. A setting charge must be paid before the Company will set or receive a memorial.

##### **ii. Setting Fees**

The fees for setting (installing) memorials are based on the square inch measurements of the granite or bronze surface. The Company charges a flat fee for the installation of a vase.

If a monument or memorial dealer is to set the memorial or vase, it must first make an appointment with the Company so that the Company can locate the proper grave and inspect the installation when it is finished. A fee will be charged for this service.

##### **iii. Memorial Bronze Required**

All memorials located in the Garden of Devotion, Garden of Prayer, Garden of Cedars, and all gardens at the Memorial Gardens of the Wasatch shall be made of memorial bronze. The full name, birth date, and death date of the deceased must and may only be in memorial bronze. Granite foundations are allowed under any bronze memorial. Definitions as to what constitutes memorial bronze can be found at the Company office.

##### **iv. Memorials or Monuments Purchased Outside the Company**

If a memorial or monument is purchased outside of the Company, the monument dealer must submit the designs of the memorial or monument to the Company for approval. Whether purchased outside

the Company or not, no memorial or monument may be set in the Memorial Parks unless it has been approved by the Company.

v. Bronze or Granite Allowed

Memorials located in all other gardens in the Memorial Parks not mentioned above may be of either granite or memorial bronze. Granite memorials must be reasonably uniform in thickness, and not less than three (3) inches or more than four (4) inches thick. The Company reserves the right to refuse any sub-standard or odd-shaped memorial. Granite memorials must have a concrete border poured around them that is no more than four inches (4") wide and no more than five inches (5") thick. The granite memorial and concrete border must be level with no granite protruding above the concrete. Full ledger granite memorials are not allowed in any of the Memorial Parks.

vi. Size of Memorials

Memorials placed in Babyland must range from six inches (6") to twenty inches (20") wide including any granite or concrete foundation. In other areas in the Memorial Parks, individual bronze, or granite memorials are restricted to a maximum width of thirty inches (30"). Companion memorials are restricted to a maximum of sixty inches (60") wide. A double depth lawn crypt, memorial also has a the maximum width of twenty-eight inches (28"). In any case, granite foundations can be added to the above sizes, with borders not to exceed four inches (4"), unless otherwise approved by the Company.

vii. Monuments

Monuments are permitted in certain sections of Lindquist Memorial Park at Layton. Monuments must be reasonably uniform in thickness. Monuments must not be less than six inches (6") thick and no more than four feet (4') tall. The Company reserves the right to refuse any substandard or odd shaped monument.

viii. Direction

At Memorial Gardens of the Wasatch and Lindquist Memorial Park at Layton, the memorials face east with the husband buried on the South side of his wife. At Washington Heights Memorial Park, the memorials face west, with the husband buried on the South side of his wife. Notwithstanding this rule, the Company may, at its sole discretion, grant



an exception to this rule.

ix. Holes and Vases

Vases or holes in concrete borders are not allowed in the Memorial Parks. Vases must be placed in a concrete foundation separate from the memorial foundation. However, the Company is not responsible for missing vases unless the Company specifically states otherwise in writing.

x. Cleaning, Repair, and Removal of Memorials and Monuments

The Company may repair, refinish, reset, or replace the memorial or monument in its sole discretion. The Company may either repair or remove the memorial for repair without notice. No memorial or monument shall be removed from the Memorial Parks, by someone other than the Company, unless a written order, from the lot owner, is first presented and approved by the Company. The lot owner is solely responsible for the upkeep of the memorial or monument, which includes but is not limited to, cleaning, shining, and removing dirt and grime from the face and border of the memorial or monument.

c. Private Mausoleums and Vaults

Only community mausoleums that are designed and constructed by the Company are allowed in the Memorial Parks. Arrangements for a private or family mausoleum(s), vault(s), tomb(s), sarcophagi, and columbaria may be made through the Company, but the Company reserves the right to accept or decline a request for any of the above for any reason.

d. Funeral Flowers and Floral Pieces

All funeral flowers and floral pieces will be removed without notice once they become unsightly. Lot owners desiring to retain funeral flowers and grave decorations must collect them within forty-eight (48) hours after the interment. The Company is not responsible for floral pieces, artificial flowers, baskets or frames that might be attached to a floral arrangement, or any other decoration that is placed on a grave. The Company's employees are not permitted to attempt to find any decoration piece after the Company has removed it.

e. Flower Vases

The Company has established regulation vases that may be purchased through the Company. After a vase is purchased through the Company, an employee of the Company shall install it. These



regulation vases are placed below the surface of the lawn so to not appear unsightly and mowing of the lawns is not obstructed.

The placing of baskets, boxes, jardinieres, plants, jars, cans, bottles, or any other receptacles other than the regulation vases referred to above, are absolutely prohibited, unless otherwise stated in these Rules and Regulations, and will be removed. The Company is not responsible for any loss of or damage to a nonregulation vase.

f. Artificial Flowers and Decorations

During the mowing season, which is from April 1 to October 31 of each year, artificial flowers are only allowed as grave decorations on the following holidays: Memorial Day, Easter, Mother's Day, and Father's Day. Artificial flowers found on graves at any other times during the mowing season shall be removed and disposed of by the Company.

Boxes, shells, toys, wire screens, arbors, trellises, tripods, ornaments, and rustic works or designs of any description are considered injurious to the beauty and dignity of the Memorial Parks and are not permitted except during the following holidays: New Year's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas.

g. Holiday Flowers and Removal

Artificial flowers and decorations are permitted on the holidays named in III (f). The Memorial Parks will be cleared from all flowers and decorations seven (7) days after the holiday, with the exception of Christmas and New Year's Day when the Memorial Parks will be cleared on March 1st of each year. Removal begins at 7 a.m. on the first day and can take up to three (3) days.

h. Planting and Ornamental Decorations

The planting of any flowers, bush, shrub, tree, or plant of any variety upon the grave is strictly prohibited. Digging or disturbing the sod or soil is forbidden.

i. Grading and Landscaping

All lots are sold subject to the existing plants, shrubs, and trees, and in conformity with the general plan of planting. Thus, the purchaser acquires its lot subject to the general plan of planting. The Company, and only the Company, shall perform and be responsible

for all grading and landscaping in the Memorial Parks. This includes the planting, maintaining, and removal of any and all trees, shrubs, lawns, and other beautifications. Lot owners are not permitted to interfere with any of the, planting, removal, or maintenance of trees, shrubs, lawns or other beautifications, or the general landscaping and grading of the Memorial Parks.

If any tree, shrub, or other beautification becomes detrimental to a lot or memorial, unsightly, or hazardous, the Company reserves the right to remove it, replant it, or trim it so as to maintain the beauty, safety, and integrity of the Memorial Parks.

j. Plats, Sections, Lots, Roads, and Easements  
All maps, plats, records, and the like are on file in the Company office. The Company expressly reserves the right to enlarge, reduce, re-plat, or change the boundaries of the Memorial Parks or of a section or sections thereof, to modify or change the locations of roads, and drives, to lay, maintain, and operate pipelines or gutters for water supply and drainage.

k. Trash  
Receptacles for waste materials are conveniently located throughout the Memorial Parks and are to be used for removing old grave decorations and similar items. The throwing of trash or waste on the avenues, paths, or any other part of the Memorial Parks is prohibited.

#### **IV. Perpetual Care**

##### **a. Endowment Care Fund Defined:**

The Endowment Care Fund is a trust fund established by the Company pursuant to Utah State Code § 8-4-1 et. al. This trust is funded by an established fee, as required by law. It is established to provide for the care, maintenance, and embellishment of the Memorial Parks, preserving them from becoming unkempt and a place of reproach and desolation in the community.

##### **b. Investment and Use of the Endowment Care Fund**

The Endowment Care Fund shall be invested by an independent trustee(s) in accordance with Utah State Code §§ 8-4-2(7) & (8) and § 31A-18-105. Only the income from the investment of the Endowment Care Fund is allowed to be used for the care and maintenance of the Memorial Parks. Therefore, the

amount of care and maintenance given is dependent upon the amount of income from the investment of the Endowment Care Fund. Neither the trustee(s) nor the Company make or can make any guarantees as to the future economic condition of the market or interest rates that may affect the return on this investment.

**c. Memorial Trust Fund**

The Memorial Trust Fund operates similarly to the Endowment Care Fund described above. The Company deposits into the Fund an amount based on the square inch measurement of each memorial or monument set in the Memorial Parks. This fund only provides for the care and maintenance of the memorials and monuments in the Memorial Parks, which includes raising and leveling, and refinishing when deemed necessary by the Company. Only the income from the investment of the Memorial Trust Fund is used for the care and maintenance of the memorials and monuments in the Memorial Parks. Therefore, the amount of care and maintenance given is dependent upon the amount of income from the investment of this Fund. Neither the trustee(s) nor the Company make or can make any guarantees as to the future economic condition of the market or interest rates that may affect the return on this investment.

**V. Order and Security of the Memorial Parks**

**a. Visiting Hours**

Entrance to the Memorial Parks is allowed between sunrise and sunset. Entrance is only permitted through the entrance gates.

**b. Conduct**

Visitors and owners are reminded that the grounds are dedicated for the interment of the dead and that the provisions and penalties of the law will be strictly enforced in all cases of wanton injury, disturbance, violation of the law, or these Rules and Regulations. The Company will not be liable, in any case, for any damage to lots or structures in the Memorial Parks or for loss of or damage to articles placed on burial lots or graves within the Memorial Parks. Unseemly behavior, loud talking, loafing, lounging, or conduct unbecoming to the Memorial Parks is forbidden. Children are not allowed to use



the property for playing and are not allowed to climb on walls or features.

All persons are prohibited from writing on, defacing, or injuring any monument, memorial, or other structure in the Memorial Parks. Persons are prohibited from taking flowers, plants, or any decorations on burial lots or graves, and from picking flowers, either wild or cultivated, breaking any tree, shrub, or plant, or otherwise disturbing property. These actions are violations of the law and the Company will prosecute such actions to the fullest extent of the law.

c. Funeral Procession

All funeral processions, as soon as they enter the Memorial Park, are subject to these Rules and Regulations. They shall drive respectfully, safely, and obey the posted speed limit, all signs posted in the Memorial Parks, and commands given from the employees of the Company.

d. Security

The Company shall have the right to maintain security guards if, in its discretion, it deems necessary. However, the Company is under no legal obligation to do so.

e. Traffic and Driving

The maximum speed limit in the Memorial Parks is 15 mph. However, on occasion, due to weather or traffic conditions, all vehicles in the Memorial Parks shall slow to a safe speed as dictated by the conditions or employees of the Company. All operators are solely and entirely responsible for any damage resulting from the driver's speeding, carelessness, or negligent driving.

f. Parking

No vehicle shall park or stop before an open grave unless it is occupied by attendees of the funeral. Parking must be on the right side of the avenue unless otherwise directed by an employee of the Company. If a vehicle parks in the street of a Memorial Park, the driver shall park parallel to the curb. All vehicles not following this rule will be towed at the owners expense.

g. Horses and Pets

Horses are not allowed in the Memorial Parks unless they are part of a funeral procession and the operator thereof has been given prior permission from the Company.

Dogs and other pets are allowed in the Memorial Parks so long as they are maintained on a leash and under the control of their owner. Persons bringing pets into the Memorial Parks are required to clean up after their animals.

## **VI. Miscellaneous**

### **a. Office Location**

The Company's office is located at 4500 S. Washington Blvd., Ogden, UT 84403.

### **b. Office Hours**

The office hours of the Company are as follows: Monday through Friday from 8:00 a.m. to 5:00 p.m. excluding New Year's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day.

### **c. Records**

The locations of all graves are shown by plats and a system of recorded measurements from fixed and permanent landmarks. All maps, plats and records are on file at the office.

### **d. Fees and Pricing**

All fees, prices, and charges are published separately and subject to change without notice.

### **e. Disinterment**

Disinterment is allowed by the Company provided that all proper certificates and permits, as required by law, are furnished to the Company, along with a written order from the lot owner or the owner's legal representative, or other competent authority in compliance with the law. The Company shall perform the disinterment at its discretion.

### **f. Advertising and Soliciting**

Signs and advertisements of every description are strictly prohibited on any part of the Memorial Parks. Dealer's or manufacturer's cards or inscriptions are prohibited from being cut into or marked on any stone, or placed within the Memorial Parks. Solicitation of work by any means whatsoever and selling are prohibited on the grounds by anyone other than an employee of the Company.

### **g. Liability of the Company**

The Company will at all times exercise diligence and what it determines to be reasonable care in the protection of the rights and property of the lot owners and visitors of the Memorial Parks, but shall not be liable for any damage or loss.



h. Amendment and Repeal of the Rules and Regulations of the Company

The Company reserves the right to, without notice, make, amend, and repeal these Rules and Regulations. The Company also reserves the right to make exceptions to these Rules and Regulations, without any such exception creating an amendment or repeal of any or all of these Rules and Regulations. Only the CEO of the Company shall have power to amend or repeal these Rules and Regulations.

i. All previous Rules and Regulations by the Company are hereby superseded.

j. The interpretation of these Rules and Regulations is reserved exclusively to an officer of the Company.