

## **CEMETERY RULES AND REGULATIONS**

### **THE DAYTON MEMORIAL PARK CEMETERY ASSOCIATION AND THE DAYTON MEMORIAL ABBEY MAUSOLEUM**

Revised, amended and adopted this 23rd day of July 2018.

For the mutual protection of every Interment Right Owner\*, hereinafter, referred to as "Owner," in the Dayton Memorial Park Cemetery, the Dayton Memorial Park and Cemetery Association hereby revises, amends and adopts the following rules and regulations. All Owners and visitors shall be subject to said rules and regulations and subject, further, to such rules and regulations, amendments or alterations as shall be adopted by the Board of Trustees of this Association from time to time.

*\*Interment Right Owner: It is important to note that when you purchase Cemetery "property" you are purchasing interment/burial rights only. The Cemetery always continues to own the property/property rights and can, therefore, govern the use of the property. Interment Rights do not imply or include normal property rights.*

#### **Association Defined**

Association means the Dayton Memorial Park and Cemetery Association, an Ohio Corporation not-for-profit, chartered under the general provisions of the Ohio Revised Code, for organization of cemetery corporations.

#### **Introduction**

The following conditions and restrictions and the rules and regulations of the Cemetery have been formulated after much consideration and long experience. They are for the benefit of the Owners both individually and collectively. It is expected that they will be duly appreciated and properly respected. Individual rights and preferences must be subject to them. They apply without exception to every Owner, and to every visitor to Dayton Memorial Park. All locations in Dayton Memorial Park are sold subject to the following conditions, restrictions, and reservations, and each person who accepts a "Certificate of Burial Rights" is bound by them.

#### **I. Control of Work by Association**

The Association shall charge for services rendered, including but not limited to, the following: opening and closing of graves, interments or disinterments, placement of markers and replacements, constructing foundations for any monument or mausoleum and for any other

work performed. Charges shall be set and revised from time to time by the Board of Trustees of the Association.

- A. No work of any kind shall be done upon any lot except by the employees of the Cemetery or by persons having the authorization of the management.
- B. The management and employees of the Association have the right at all times to enter upon any lot for maintaining, cleaning and policing the same.

## **II. Grounds**

- A. No one is permitted to plant trees or shrubs anywhere in the Cemetery. Memorial Trees will be planted by Cemetery staff only, with the location at the discretion of the Management. Nowhere in the Cemetery shall plantings be allowed upon graves or in walkways. The Association will not be responsible in any way for trees or shrubs previously planted by the Owner and reserves the right to remove them at any time. No items shall be affixed to or hung from any tree or shrub.
- B. The speed limit for all vehicles is 15mph. Personal vehicles are not permitted to drive into any section where burials have taken place.

## **III. Monument and Marker Decoration**

- A. All monument decorations currently not meeting the rules listed below will be permitted to continue. Should any of these areas become unsightly or appear abandoned, the Association will bring the site into compliance with the rules listed below and that site will be governed by these rules from that point forward.
- B. Decorations are limited to floral arrangements and/or flags only. Flowers shall be permitted within 12 inches of the monument until the same become withered, soiled or unsightly. In case of failure of the Owner to remove any such flowers, the Cemetery shall have the right to remove the same. Plantings are limited to annuals only. No woody plants are permitted, including roses. Flowers must be within 12 inches of the owned grave's side of the monument. No decorations are permitted on the sides of any monument, other than in vases that are part of a monument.
- C. The Association assumes no responsibility for any property left on or near monuments or markers. This includes flowers, plants, pots or any other decorations. Items of monetary or sentimental value should NEVER be left on any grave.
- D. All decorations that are placed on the ground must be removed prior to each clean-up date. Clean-up dates begin on March 1 and November 1.
- E. All shepherd hooks or any other hanging devices are prohibited for all locations.

- F. No banners, pendants, pinwheels, balloons or other such items are permitted.
- G. All glass, porcelain or other breakable materials are prohibited.
- H. No mulch, gravel, stone of any kind, fence, ditch, trellis, post, chain, railing, step, borders of any type, shells, wire arches, advertisements in any form, toys, glassware, boxes containing artificial wreaths, enclosures, or artifacts of any other kind shall be put or placed at any location by the Owner.
- I. American veteran flag holders are permitted and must be placed within **12 inches of the owned grave's side of the monument**. Flags may be no larger than 12 inches by 18 inches on a 30-inch pole.
- J. **Flat Markers** - Live or artificial flowers, designs or wreaths may be placed on flat markers from November 30<sup>th</sup> to March 1<sup>st</sup>. Flag holders, pots, wreaths, artificial flowers, etc. may be placed on the flat marker for Easter, Mother's Day, Father's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, and Thanksgiving. All items must be removed within seven days after the holiday or they will be disposed of. Cut flowers are always welcome, providing they are not in any container or packaging, for ground burials only. No items that impede the ability to safely mow directly over the flat marker may be installed. These include plantings, edging, stones/gravel, mulch, fences, etc.
- K. The Cemetery is not responsible for damage or loss of any grave or crypt decoration, including any plants, vases, glassware, crockery, trees or shrubs, or **any other decorations**. Any **unauthorized** person found removing plants or any other decorations or damaging property on the Cemetery grounds will be prosecuted to the fullest extent of the law.
- L. Selling of flowers or plants or soliciting the sale of any commodity is not permitted by anyone other than authorized Dayton Memorial Park Cemetery staff members within the confines of Cemetery property. The management shall have the right to order the persons engaged in such activity to vacate Cemetery property.
- M. **Mausoleums and Columbarium** - Mausoleum and Columbarium decorations are restricted to floral arrangements that fit into the Cemetery-approved vases only. No live flowers are permitted in any mausoleum or at the Columbarium, as they stain the crypt/niche fronts and floor. The only exception is that fresh flowers may be placed at the time of an entombment or inurnment, and will be removed after 7 days. No decorations of any kind may be placed on any floor.

#### IV. Interments

Every lot shall be used solely for the burial of human remains, and no other purpose.

- A. Burials shall be restricted as follows:
1. One full body burial per grave on a regular adult lot.

2. No more than three (3) cremains per adult grave.
3. One infant burial under the age of 2 years per Garden of Angels grave.
4. No more than two (2) infant burials per regular adult grave.
5. Burial of full body infant on top of existing regular adult burial is NOT permitted.
6. No more than two (2) cremains will be permitted on top of a full body burial.

B. The Association reserves the right to insist upon at least 24 hours' notice before any interment. The Association reserves the right to make an additional charge if the remains arrive at the cemetery entrance after 3:00 p.m. weekdays or anytime on Saturdays and Sundays.

C. The casket in every interment must be enclosed in a steel or reinforced concrete vault with a cathedral lid. No wooden or fiberglass vaults are permitted for any adult interment. Bottom seal vaults are prohibited, except for those assembled and sealed on the surface before being placed in the grave. Flat lid vaults are not permitted at any time. The actual installation shall be under the supervision of Cemetery staff. Plastic vault and casket combinations are permitted in infant burials only.

D. Cremains must be in one of the following burial containers: marble/marbelon, metal, stone, or a cremation urn vault. All other cremation containers (glass, wood, cardboard, ceramic, etc.) may be interred only if enclosed in a cremation urn vault. Urn vaults may be provided by the funeral home or responsible party, or may be purchased from the Cemetery.

E. All charges must be paid in full before any interment. Other arrangements may be made if the funeral director notifies the office that he or she will assume full responsibility for payment.

F. The person or persons owning the burial rights as recorded in the office of the Association must sign a written consent for the right of burial, designating the name of the person to be interred and the lot and grave to be used.

G. The person or persons signing and giving the order for interment will be held responsible for proper placement of the interment. The Association will not be held responsible for any incorrect information given to the office of the Association.

H. The Association shall not be held responsible for any order given by telephone or for any error occurring from the want of precise and proper instructions as to the particular space, size and location in a plot where interment is desired. In the event the improper location or grave was given by telephone for interment the Association has the right to correct the error and fix a charge for the additional work performed.

I. Prior to burial, for any full body interment, the casket may be opened upon request by a licensed funeral director at his or her discretion. The funeral director is responsible for opening and closing of the casket.

J. No interments or disinterments shall be permitted on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

K. Whenever a vault is purchased from an outside vault dealer, the dealer is required to use their own equipment for the installation of the vault and make a complete set-up for the graveside services. This outside vendor will be held to the same high standards to which Dayton Memorial Park holds itself. Should the vendor not meet these standards, said vendor could be prohibited from serving Dayton Memorial Park.

L. In the event the Association is required to furnish Cemetery employees and use Cemetery equipment for the installation of the vault and perform other duties for the vault dealer preparing for the grave side service, the management shall make a charge to the vault dealer for all services rendered.

#### **V. Disinterment**

The Association shall exercise due care in making a disinterment and removal, but it shall assume no liability for damage to any casket or vault incurred in making a disinterment and removal.

#### **VI. Misinterment**

The Association reserves and shall have the right to correct any error that may have been made by the Association. Should interment occur in an improper grave the Association reserves the right to remove the remains and re-enter the remains in its proper location at no charge to the family of the deceased.

#### **VII. Right to Remove**

No interment shall be permitted or memorial placed in or on any grave or monument space unless full payment has been received, except by special consent of the management in writing. In the case of an unpaid interment, no further services will be provided until the balance is paid in full. The cemetery has the right to remove the memorial placed on cemetery property if the monument space has not been paid.

#### **VIII. Rules Pertaining to Removals**

A court order must be on file and all charges paid before a disinterment can be made. A transit permit from the Board of Health will be needed for a disinterment to be removed from the confines of the Cemetery. **All disinterments shall proceed under Ohio Revised Code Chapter 517.23.**

## **IX. Markers, Monuments and Outside Mausoleums**

The following rules and regulations are directed to all monument dealers. All markers, monuments, and outside mausoleums are subject to the approval of the management as to acceptance or rejection upon the specification and quality contained herein.

- A.** The placement of all markers and digging and pouring of the foundations for all monuments and outside mausoleums shall be performed by the employees of the Association only.
- B.** All markers delivered for placement and orders for a monument foundation received prior to April 15th are to be installed or placed by Memorial Day, weather permitting. All markers delivered for placement and orders for a monument foundation received prior to October 15th are to be installed or placed before winter, weather permitting.
- C.** Monument dealers are not permitted to remove any marker or monument from the cemetery property for non-payment or any other reason without the consent of the Owner or in the absence of a court order. They shall notify the office at the time of removal and obtain the approval of the management.
- D.** All monument and vault dealers engaged in the placement of monuments and vaults shall be responsible for any damage that may occur to any monument, marker, lots, graves, lawn, trees, vault or another Cemetery property. The monument and vault dealers assume all responsibility for any necessary repairs.
- E.** The Association reserves the right to correct any error that may be made for the placement of any monument or marker by its employees or any person or persons at no charge to the Owner or monument dealer.
- F.** The Owner assumes full responsibility for any damage, theft or other loss to vases attached to the monument base, vases on grave markers and sunken vases on the grave space. The Association will in no way be held liable for any of the above occurrences.
- G.** Only one flat marker is permitted per burial on any grave (except one flat marker may be placed on any grave in addition to an existing veteran's marker), unless otherwise approved by Management. This must be of granite or bronze with a granite backer. The first marker must be placed in the flat marker row. All markers are to be set flush with the grave level. All granite markers must be between 4 inches and 6 inches thick. Adult single markers must be 12 inches minimum in width and 24 to 34 inches in length. Infant markers must be 8 inches minimum in width and 16 inches minimum in length. Companion markers must not exceed 80 percent of the combined width of the graves.

**H.** Monuments must be of first grade granite only. Marble monuments are not permitted. Monuments may be placed in the monument space adjacent to any single or multiple graves if the graves and monument space have common ownership. Inscriptions of family names and individual names are only permitted over owned graves. The only exception is for those monument spaces that are along the road, with no graves existing on the backside of the monument. Extensive inscriptions other than names, such as designs or poems, must be submitted to the office in writing for approval by the Management.

**I.** Monument base height must be 8 inches minimum. Base length must not exceed 80 percent of the length of the monument space owned. Base length on single graves must be 32 or 34 inches. Base width must be between 12 inches and 24 inches. Tablet thickness must be 8 inches minimum. Tablet height must be 22 inches minimum.

**J.** Bases are not required for slant markers, but will be permitted. Single slant markers must be 24 inches in length, 10 inches in depth and 16 inches in height minimum. Double slant markers must be 36 inches in length, 10 inches in depth and 16 inches in height minimum. Each must have a polished face, "rock" sides, and rock front nosing. All other applicable monument specifications mentioned in Section IX apply to slant markers.

**K.** All markers, monuments and vases are the property of the Owner. The Association neither assumes nor assures their perpetual care.

## **X. Rules and Regulations Pertaining to Private Mausoleums**

Mausoleums or tombs shall be placed wholly above ground and shall be constructed only on plots so designated and approved by the Cemetery Association and shall be built of the highest quality material as determined by the Board of Trustees. The exterior shall be of first grade and quality granite.

**A.** Memorial dealers shall be required to furnish the Cemetery Association for approval a blue print of the proposed mausoleum, specifying size and number of crypts. The Association reserves the right to specify location and orientation of the mausoleum on the lot.

**B.** All foundations for mausoleums shall be installed by the Association or their contractor. Pricing will be based upon the size and thickness needed.

## **XI. Certificate of Ownership**

When the Cemetery Association takes title to real property to be used for burial purpose only, it takes full legal title to the real estate. It can grant the right of burial in its Cemetery to persons through an instrument normally called a "Certificate of Ownership of Burial Rights."

The instrument of conveyance grants only an easement or a right of burial. It does not grant nor convey absolute title to the lot or grave. The instrument need not take the form or meet the formalities of a real estate deed to pass burial rights or the easement for burial in a Cemetery lot.

## **XII. Transfer of Ownership**

The Association may refuse to consent to a transfer of any location or to an assignment as long as there is any indebtedness due the Association from the record Owner.

The Board of Trustees will fix a charge to be paid in advance for all transfers of ownership of any Cemetery location. Fifteen days' notice may be required to make the necessary transfer of ownership and update the records of the Association.

Transfers of Ownership are limited to open locations only. Once an interment has occurred in a location, the Ownership of that individual location may not be transferred. The only exception would be for locations that have had disinterments, but are currently open.

## **XIII. Rights of Owners**

The only property right acquired by owner is the right of interment for human remains. Inasmuch as no estate in real estate is granted, no deeds will be issued. However, burial rights will be evidenced by the issuance to the Owner of a "Certificate of Ownership of Burial Rights."

- A. Rights and ownership of any location after the decease of the Owner(s) will be subject to the rules and regulations of the Association as hereinafter set out.
- B. No transfer of ownership shall be valid without the consent of the Association and until entered in the records of the cemetery.
- C. All burial rights conveyed to individuals are to be at the discretion of the Owner(s) named in the "Certificate of Ownership of Burial Rights."
- D. If the original conveyance is to two or more persons, jointly, each of them has a vested right of interment. Upon the death of the first Owner, the control of the interment location held in joint ownership immediately vests in the surviving Owners, subject to the vested right of interment of the joint Owner(s). Currently, Joint Ownership is only granted to spouses.
- E. Any location may be assigned by the Owner at any time without the consent of any of his or her heirs.



F. At the death of the Owner(s), the burial rights in the **remaining locations** descend in the following order:

1. To the person or persons named in the Owner's Last Will and Testament.
2. To each **Owner's surviving** spouse.
3. To all biological or adopted children of each Owner.
4. Where there are no longer surviving children, to **all biological or adopted grandchildren of any Owner.**
5. To the spouse of subparagraph **(3) and (4)** provided their deceased spouse is interred on said plot.
6. If there is no disposition in a Last Will and Testament and none of the aforementioned parties survive, then to the person or persons as the Board of Trustees in their sole and absolute discretion shall name.

#### **XIV. Loss of Interment Rights.**

The right of interment may be forfeited and terminated upon the occurrence of any of the following:

- A. By execution of a written waiver or assignment of interest.
- B. By burial elsewhere.
- C. By inactivity for a period of fifty years. Inactivity shall be defined for purposes of these rules as being:
  1. No Burials
  2. No notation upon the records of the Association indicating that the record Owners have acknowledged they have burial rights with the Association. Notations shall include but not necessarily be limited to:
    - a) Transfer of ownership.
    - b) Change of address.
    - c) Placement of any markers, monuments or the foundations therefor.
    - d) Execution of a proxy card.

#### **XV. Procedure for Transfer of Ownership and Assignment of Burial Rights**

The ownership in any open location may be transferred and/or burial rights assigned to any person or persons upon completion of the following procedure:

- A. Any person having knowledge of the facts of the death of the owner and the knowledge of the persons entitled to burial as provided in Article XIII, Section F shall set forth these facts in an affidavit which shall be filed in the office of the cemetery. Said affidavit shall include the names of all living members of each group mentioned in

Article XIII, Section F sufficient to extinguish the rights of the succeeding groups as of the time of execution of said affidavit.

B. Upon filing said affidavit in the office of the Cemetery the Association will honor assignments from the persons named in said affidavit, and will transfer the ownership or assign burial rights accordingly. Upon the decease of all parties listed in said affidavit, it will become necessary to complete and file a new, updated affidavit.

C. Upon execution of the affidavit and upon receipt of the assignment(s), the Cemetery will denote on its records the change of ownership or assignment of burial rights accordingly and upon doing so shall not be liable for a wrong act or exclusion of any affiant. The records of the Cemetery shall be maintained at the office of the Association and shall be conclusive of ownership of any locations of the Association.

D. All persons may assign their rights of interment at any time. In the event there are minor children or persons deemed legally incompetent holding rights of interment, their rights may be assigned by their parent or parents or legal guardian in the event of minors, or by the legal guardian/power of attorney in the event of incompetency.

## **XVI. Rights of Memorialization**

Priority for memorialization rights for monuments and inscriptions, including those in the Abbey Mausoleum (other than final death dates) is subject to the same procedure as for transfer of ownership and assigning burial rights, as listed in Article XIII, Section F. All required permissions must be obtained before any monument foundation may be poured or inscription completed. Should an outside vendor complete an inscription on an existing monument without acquiring the necessary permissions, said vendor assumes responsibility for any corrections or replacements that may ensue.

A. At the time of purchase, monument space will be recorded in the Owner of the grave's name, as graves and monument spaces must have common ownership.

B. In an effort to ensure that every ground burial has the opportunity for memorialization, flat markers may be utilized without obtaining any permission from the Owner(s) or their survivors. However, should the Owner(s) or subsequently, if deceased, the Owner's survivors as listed in succession in Article XIII, Section F object to the marker's installation, it will be removed immediately and made available to the purchaser.

C. Permission to memorialize on Columbarium niches or on Whispering Pines crypts or niches is not required from the owner. However, the established format for memorialization must be followed in both locations. Similarly to ground burial, should the Owner(s) or if deceased, their survivors as listed in succession in Article XIII, Section F object to the memorialization, it shall be removed at the memorialization purchaser's expense, to include replacement of the crypt or niche front, if necessary.

## **XVII. Mausoleums**

All arrangements for any service in the Abbey Mausoleum Chapel including handling and disposition of flowers shall be under the supervision and control of the General Manager or a designee.

- A. The Association charges for the use of the Abbey Mausoleum Chapel. A charge shall be made only at the option of the management.
- B. No flower receptacle may be placed on any mausoleum crypt or niche other than the uniform Cemetery-approved vases as approved by the Association and shall be uniform in size and design. Such receptacles shall be purchased from and installed by the Association.
- C. No inscription shall be cut on a marble front or metal name plate placed on a niche front other than the uniform regulation size, type and design as approved by the Association. All requests and orders for inscriptions shall be placed with the Association, which will retain the artist to complete the inscription. The charge is made for the inscription and metal niche plate is fixed by the Association and is subject to change from time to time.
- D. Artificial flowers are permitted at all times, if placed in a regulation vase, and the Association reserves the right to remove the same when they become unsightly. No flowers in any container or any other items are permitted on the floors through-out the mausoleums.

## **XVIII. Manager to Enforce Rules**

The General Manager and such other employees as the General Manager may designate are hereby empowered to enforce all rules and regulations. The General Manager or designees shall have charge of the grounds and buildings and at all times shall have supervision and control of all persons in the Cemetery and other properties owned by the Association, including the conduct of all funerals, traffic, employees, plot owners and visitors.