



## **Rules and Regulations of Bellevue Memorial Gardens, Inc.**

### **Purpose**

1. These rules and regulations are designed for the protection of owners of interment rights as a group. They are intended, not as restraining, but as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect your Cemetery and create and preserve its beauty. These rules and regulations are hereby adopted as the rules and regulations of Bellevue Memorial Gardens, and all owners of interment rights, visitors and contractors performing work within the Cemetery shall be subject to said rules and regulations, amendments or alterations as shall be adopted by the Cemetery from time to time.

### **Definitions**

2. The term "owner" shall mean the owner of the rights of interment.
3. The term "interment" shall mean cremation and inurnment, entombment or burial of the remains of a deceased person.
4. The term "memorial" shall mean any marker or structure upon or in any lot or niche, placed thereupon or therein or partially therein for identification or in memory of the interred.
5. The term "contractor" as used in these rules and regulations shall mean any person, firm or corporation or anyone engaged in placing, erecting or repairing any memorial, or performing any work in the Cemetery grounds other than an employee of the Cemetery.
6. The term "temp installation" shall mean any memorial installation without a foundation.
7. The term "permanent installation" shall mean any memorial installation with a Cemetery approved concrete foundation.

### **Ownership**

8. Interment rights shall be used for no other purpose than the burial of the human dead. Upon refusal of the Cemetery to permit interment because of the above rule, the Cemetery may refund to the Owner the original purchase price and the extent of the Cemetery's liability shall be said amount. Upon the refund of this amount, all interest of the owner shall revert to the Cemetery.

### **Supervision of Cemetery**

9. This Cemetery reserves the right to compel all persons into coming into the Cemetery to obey all rules and regulations adopted by the Cemetery. The rules and regulations may be changed without notice to any Owner by the Board of Directors of the Cemetery.
10. The Cemetery shall take reasonable precaution to protect Owners, and the property rights of owners within the Cemetery, against loss or damage; but it distinctly disclaims all responsibility for loss or damage from causes beyond its' reasonable control, and especially from damage caused by the elements, an act of God, common enemy, theft, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, or order of any military or civil authority whether the damage be direct or collateral, other than as herein provided.
11. The Cemetery reserves and shall have the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the inscriptions, transfer, or conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or as may be selected by the Cemetery or in the sole discretion of the Cemetery, by refunding the amount of money paid of account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date either on the memorial or on the container for cremated remains.
12. Persons within the Cemetery grounds shall use only the avenues, walkways and roads.
13. Automobiles shall not be driven through the grounds as a greater speed than fifteen (15) miles per hour, and must always be kept on the right side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways, and are not allowed to park or come to a complete stop in front of an open grave unless such automobile is in attendance at the funeral.
14. The right to enlarge, reduce, replace or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations of/or part thereof or remove or regrade roads, drives and walks, is hereby expressly reserved. The right to lay, maintain and operate, or alter or change pipelines or gutters for sprinkler systems, drainage, lakes, etc., is also expressly reserved as

well as is the right to use Cemetery property not sold to individual owners for Cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto. The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots for passage to and from other lots.

15. In order to avoid confusing and misunderstandings regarding location of the lot, size of the lot and the specific space to be used, hereafter, no interment shall be made unless a member of the family signs the interment order and selects the space to be used for the interment.

#### **Sale and Purchase of Interment Rights**

16. The sale or transfer of any interment right by any Owner or purchaser, shall not be binding upon the Cemetery unless the same shall first be duly approved in writing by the properly authorized office of the Cemetery and then such interment right must be re-conveyed to the Cemetery; the Cemetery shall issue a Warranty Conveyance to the new Owner. The same rule shall apply in all cases of assignment of purchase contract for the interment right. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all owners and purchasers.
17. Any and all transfers of any interment right, whether same be by conveyance of assignment of purchase contract, are subject to all rules and regulations of the Cemetery, which are now in full force and effect or which may be hereafter enacted. The Cemetery may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due to the Cemetery from the Owner so recorded in the records of the Cemetery Office. All transfers of ownership shall be subject to a charge which must be paid to the Cemetery when the transfer is recorded.
18. The subdivision of interment rights is not allowed without the consent of the Cemetery and no one shall be buried in any lot not having an interest therein, except by written consent of all parties interested in such lot and of the Cemetery.
19. All work on lots will be done by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise granted. All grading, landscape work, and improvements of any kind, and all care of lots, shall be done, and all trees, shrubs, and herbage of any kinds shall be planted, trimmed, cut or removed, and all openings and closings of lots, and all interments, disinterments, and removals shall be made by the Cemetery.
20. No enclosure of any kind such as a fence, coping, hedge or ditch shall be permitted around any grave or lot. Grave mounds will not be allowed and no lot shall be raised above the established grade.
21. Interment rights can be purchased in this Cemetery only with the written approval of the officers or government of this Cemetery, and for the purpose of interment only. This provision applies to all sales, whether made directly by the Cemetery or sales made by Owners.
22. No interment rights or contracts for the purchase of interment rights can be sold, assigned, transferred, pledged or hypothecated without the written approval of the officers of the Cemetery or manager.
23. All agreements for the purchase of Cemetery interment rights must be on forms approved and signed by the authorized Officers of the Cemetery. All terms and conditions for the purchase of interment rights must be recited in the purchase contract; verbal agreements or representations will not be recognized.
24. The Cemetery may exchange interment rights when desired by Owners, but not for interment rights of lesser value. When such an exchange is made, the original conveyance must be surrendered by the proper assignment, or by re-conveyance is considered necessary before any change is effected.
25. Each owner is vested with the ownership of his or her interment right for the sole purpose of interment of human dead bodies. Under the regulations of the Cemetery, the interment rights cannot be conveyed without the assent of the Officers, nor any lease, division or improvements of them be made which the Cemetery prohibits, or may deem improper. The Owner of interment rights may dispose of same by will, subject to the foregoing conditions. If the Owner dies intestate, the interment rights will descend to his or her heirs according to the laws of descent.
26. No conditional or partial transfer of interment rights and no sale of an undivided interest, except to a person or persons who are already part-owners, will be recorded, as the Cemetery cannot be responsible for the carrying out of the intent of the grantor. No burial shall be made on any lot until the purchaser shall have paid on the interment rights therein the amount required by the Cemetery.
27. The general care of the entire Cemetery grounds and lots are assumed by the Cemetery under the provisions of a Care Fund Trust Agreement.
28. The authorized Officers of the Cemetery shall direct generally all 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 the improvements generally.

29. No person other than the proper employees shall be allowed to perform any work within the Cemetery without a written permit from the authorized Officers of the Cemetery.
30. If any memorial, or any structure whatsoever, or any inscription is to be placed same, shall be determined by the Officers, or Manager, to be offensive, they shall have the right and it shall be their duty, to enter upon such lot and remove, change or correct the offensive or improper object or objects.
31. If any tree, shrub or plant standing upon any lot, by means of its' roots, branches or otherwise, be or become detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the Cemetery shall have the right and it shall be their duty to remove such tree, shrub or plant, or any part thereof, or correct the condition existing as in their judgment seems best.
32. No person shall pluck or remove any plant or flower, either wild or cultivated, from any part of the Cemetery.

#### **Funeral Regulations**

33. Funerals, after entering the gates, shall be subject to the discretion of the Officers or authorized employees of the Cemetery.
34. Notice of 24 working hours before the announced time of the funeral will be required.
35. No more than one Interment will be permitted per Interment Right acquired and authorized by legal documentation approved by the Corporation.
36. Receiving vaults, when and if installed, are for temporary use only and on a monthly rental basis, and under no circumstances shall a body be considered as interred or buried by reason of being placed therein.

#### **General Regulations**

37. No dogs shall be permitted in the Cemetery.
38. No person shall be permitted within the Cemetery on a bicycle or motorcycle.
39. Bringing lunches, beer or intoxicating liquors within the Cemetery is strictly forbidden.
40. No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles or similar articles will be permitted on any grave, lot or tree.
41. The Cemetery is not responsible for theft or damage to anything placed on graves or lots.
42. Only concrete or metal vaults approved by the Cemetery will be permitted to be used.
43. Any person desiring to remove a body from the grave space of another must present a written permit signed by the Owner for such removal, and also himself sign a request to have such removal made. These shall remain on file in the office of the Cemetery.
44. No wooden or cast iron bench or chair, or any wooden or wire trellis, shall be permitted to be or be brought upon the grounds.
45. The Cemetery and their agents have authority to enter upon any lot and to remove any objectionable thing or any erection that may have been placed there contrary to the regulations of said Board, and they may remove any dead or damaged tree, shrub or vine.
46. No person shall be permitted to enter or leave the Cemetery except by the public gates, which will be open during such daylight hours as are specified by the authorized Officers and the Cemetery.
47. Any person found on the grounds after dark will be considered a trespasser.
48. Holders containing flowers or other decorations should be removed as soon as the flowers fade and wither and the right is reserved by the Cemetery to make such removal. Also, winter wreaths will be removed at such time as is specified by the authorized Officers of the Cemetery. The Cemetery may dispose of them by destruction or in any other way deems best.
49. No person will be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.
50. All persons are forbidden to hunt, or to fish, or to feed or disturb the fish, fowls or other animals about the Cemetery.
51. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the ground of the Cemetery.
52. No money shall be paid the attendants at the entrance or on the grounds. The entire time of the persons regularly employed on the grounds belongs to the Cemetery. Visitors and Owners must not otherwise engage them. All orders, inquiries and complaints must be left at the office.
53. All persons are reminded that the grounds are sacredly devoted to the burial of the dead and that 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 the rules.
54. It is of utmost importance that there should be a strict observance of all the properties due the place, whether embraced in the foregoing regulations or not, as not impropriety will be tolerated.

55. All well-disposed persons will confer a favor by informing the Manager of any breach of proper decorum that may come under their notice.
56. No person or persons, other than an employee of the Cemetery, shall be permitted to bring or carry firearms within the Cemetery except a Military guard of honor and they only when in charge of an Officer and during a Military Service.
57. All work and all planting of any kind on all lots is strictly prohibited. Cut flowers and artificial flowers may be used at any time provided they are placed in approved receptacles.
58. Placing potted flowers, plants, summer wreaths or baskets on lots and graves is not permitted except on Easter, Mother's Day, Father's Day, Memorial Day, Veteran's Day and Christmas Day, same shall be removed within ten (10) days from placing on lots and graves on the special days herein set forth. The digging of holes for any purpose whatsoever is strictly prohibited.
59. The Cemetery reserves the right to remove all flowers, potted plants, summer wreaths or baskets of flowers when they become withered, or for any other reason, and the Manager is ordered to make such removals when in his judgment it is to the best interest of the Cemetery.

#### **Modifications and Amendments**

60. The Cemetery may, and it hereby expressly reserves the right, at any time, with or without notice, to Owners, to adopt new rules and regulations, or to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these Rules and Regulations.
61. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of the Rules and Regulations when the same appear advisable; and such temporary exceptions shall in no way be construed as effecting the general application of such.

#### **Continual Care**

62. The purchase price of all interment space sold and to be sold in the Cemetery includes a deposit for continual care. This continual care means that within the limits permitted by the income derived from the Continual Care Fund for interment space, the Cemetery grounds will be maintained in keeping with a well preserved burial park, including the cutting of grass, and trimming of shrubs and trees at reasonable intervals; the procuring, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose, and replacing same when necessary; keeping in 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 to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals, maintaining the necessary records of interment space ownership and burials, and other necessary information, and having same available to the public authorities and other interested person. This shall not include maintenance, repair, or replacement of any memorial under any circumstances; nor the repair or replacement of buildings, structures or other property when the damage is caused by vandals, thieves, Act of God, common enemy, riots, or by the order of any military or civil authority; or acts beyond the control of the Cemetery.

#### **Memorials**

63. Only one memorial may be permitted on one grave space. No memorial may be set to embrace two or more grave spaces except a companion or a family memorial, nor shall more than one family name be permitted on any memorial, unless approved in writing by the Cemetery at the time of the sale of the interment right. All memorials shall be set on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery.
64. The Cemetery will permit only the use of Bronze Urns or Vases to be selected through the Cemetery or approved by the Management, and they shall be contained in their own receptacle when not in use, the base of which shall be 4" granite installed by the Cemetery.
65. The marking of each lot, grave or graves, except as hereinafter provided, is restricted and limited to flat bronze tablets set flush with the turf, and of such dimensions, materials, design, finish and construction as designated by the Cemetery. Written permission must be secured before any memorial may be delivered to the Cemetery for installation.
66. To preserve uniform beauty, all bronze memorials must meet the following specifications:
  - (a) Each casting shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections which would be visible from a distance of three feet. All exposed surfaces must be smooth; no sand like roughness will be permitted. All letters, numbers, ornamentation and insignia must be hand chased, finely buffed and highlighted. Backgrounds shall be of sculptured texture per approved sample in Cemetery office. Background shall be finished in medium dark statuary bronze color, secured by entirely chemical means through the formation of cupric oxide. No sulphide finishes or painted or pigmented lacquer finishes will be permitted. Each memorial shall be cast with integral bosses on the back in locations specified

by the Cemetery. These bosses shall be drilled and tapped to receive 3/8" diameter anchor lugs of brass or bronze from 4" to 6" in length, these anchor lugs to be supplied to the Cemetery with the memorial. All owners, or anyone duly authorized to act for on behalf of an Owner, before ordering any memorial must secure from the Cemetery written approval of design, size and lettering style.

(b)The Bronze alloy shall consist of:

Not less than 87% Copper Not less than 5% Tin

Not more than 2½ % Lead Not more than 5% Zinc

All other elements in total not to exceed 1%.

67. With each bronze memorial not purchased through the Cemetery, an affidavit of analysis of each bronze marker from an independent laboratory made from a drilling of a specific memorial shall be offered for acceptance by the Cemetery. Analysis of smelter of ingot supplied to the manufacturer is not acceptable.
68. All memorials shall be installed by the Cemetery, on foundations built by the Cemetery, at the cost of the Owner, and the Cemetery shall assume responsibility for the proper construction of the foundation and the proper installation of such memorial but the Cemetery shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by the Cemetery. All foundations shall be of the size and material specified by the Cemetery.
69. If the memorial is purchased through the Cemetery the installation charge shall be included in the purchase contract. The installation charge shall be on the basis of such amount per square inch of the memorial as shall be determined by the Cemetery and said priced shall be posted in the Office of the Cemetery.
70. If the memorial is purchased from an outside agent and is approved by the Cemetery as herein before more particularly set forth, the charge for installation shall be determined on the basis of the square inch area of the memorial as set forth in the formula in the foregoing regulation hereof, and payable in advance of setting the said memorial.
71. The charges for building foundations and installation of all memorials shall be reasonable and uniform. No memorial may be installed until the charges due for installation have been paid in full.

#### **Mausoleum - Garden Crypt - Columbarium**

72. All rules and regulations of the Cemetery, insofar as they are applicable shall be enforced with respect to the Mausoleum, Garden Crypt and Columbarium.
73. All inscriptions, emblems, vases, or urns must be approved by the Cemetery. If not approved by the Cemetery, they are subject to removal without notice.
74. Duplicate keys to any private rooms or other private areas must be left permanently at the Cemetery office.
75. The number of urns in any niche shall be under the control of the Cemetery. All cremains must be in sealed metal containers.
76. All work, including inscriptions, openings and closings performed in the Mausoleum, Garden Crypt, and Columbarium shall be done by the employees of the Cemetery.
77. For all spaces sold there shall be a deposit for Continual Care, in such amount as is determined by the Cemetery, into the Continual Care Fund for the general care of all such spaces and the Cemetery defined in line 62.