

THE GARDENS AT OLIVE BRANCH, INC.



CEMETERY RULES

AND

REGULATIONS

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These Rules and Regulations are designed for the mutual protection of Owners of Interment rights as a group and the Cemetery as a whole. They are intended, not as a restraint on Owners, but as a measure to assure uniform and orderly administration of the Cemetery and enduring respect for all those whose presence is welcomed here. Enforcement of these Rules and Regulations will help protect your 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 rights, employees, visitors and contractors, and their employees performing work within the Cemetery, shall be subject to these Rules and Regulations, and such amendments or alterations as may be adopted by the Cemetery from time to time, with the same force and effect as though such Rules and Regulations and amendments were set forth in the Interment Rights Certificate or any other forms or documents issued by the Cemetery. The definition of certain terms used herein is set forth in the Appendix.

MANAGEMENT FUNCTIONS AND RESPONSIBILITIES

RULE 1 - SUPERVISION

- A. **OWNERSHIP:** This Cemetery is a for-profit corporation operating for the benefit of all Owners of Interment Rights and in recognition of respect for the dead.
- B. **CONTROL OF WORK:** All grading, landscape work, improvements of any kind, and all care of Plots and Memorials will be done by the Cemetery. On terms and with security satisfactory to the Cemetery, third parties may furnish limited services in connection with the installation or use of commodities in the Cemetery. Provided, however, that the Cemetery reserves the exclusive right to set or install any marker, monument, or any type of memorial; and to install any kind of foundation or base for any marker, monument or memorial in the Cemetery. All trees, shrubs, and herbage of any kind will be planted, trimmed, cut, or removed by the Cemetery. All opening and closing of graves, interments, disinterments and removals will be made only by the Cemetery. Employees of the Cemetery are not permitted to do any work for the Lot Owners except at the direction of the Cemetery. The Cemetery will schedule all installations subject to weather, availability of personnel and other scheduled burial services.
- C. **RIGHT TO REPLAT:** The right to enlarge, reduce, replat, or change the boundaries or grading of the Cemetery, Cemetery Grounds, or of any section, garden, or selection or of any parkways in the Cemetery or Cemetery Grounds, including the right to regrade roads, drives, walks, parkways, gardens, or any part of such areas is expressly reserved to the Cemetery.
- D. **RIGHT TO CHANGE DRAINAGE:** The right to lay, maintain, and operate or alter or change pipelines or gutters for sprinkling systems, drainage, lakes, and other similar operations, is expressly reserved to the Cemetery.

- E. **RIGHT TO AMEND:** The Cemetery expressly reserves the right at any time to adopt additional rules and regulations or to amend the existing Rules and Regulations.
- F. **SUPERVISION OF REMOVAL:** Removals of human remains from burial spaces within the Cemetery Grounds shall be made by the Cemetery. Cemetery reserves the right to make all removals in private without family members present.
- G. **AUTHORIZATION AND PERMITS:** The officers or other duly authorized representatives of the Cemetery shall require that proper authorization and permits have been obtained and presented to the Cemetery before interment or removal.

RULE 2 - GENERAL

- A. **CEMETERY NOT RESPONSIBLE:** The Cemetery will take reasonable precautions to protect the Owners of Interment Rights from loss or damage, but it disclaims any responsibility for loss or damage, direct or collateral, from causes beyond its reasonable control, including damages caused by the elements, an act of God, common enemy, thieves, strikers, malicious mischief, explosions, unavoidable accidents, insurrections, riots, or any order of any military or civil authority.
- B. **RESPONSIBILITY OF THE CEMETERY AND SIGNATURES:** The Cemetery Agreement, the Certificate of Ownership, and these Rules and Regulations and any amendments to these Rules and Regulations shall constitute the ONLY agreements between the Cemetery and any Owner(s) of Burial Rights. The Cemetery reserves the right to require that any signature(s) affecting Interment Rights be notarized.

RULE 3 - OWNERSHIP EXPLANATION

The following sections of the Indiana Cemetery Act govern legal rights to control, transfer and use Interment rights and burial spaces. Please consult an authorized Cemetery representative in the event of any question.

- A. IC 23-14-41-3 HOLDING OF FAMILY BURIAL PLOT.
- B. IC 23-14-41-4 USE OF FAMILY BURIAL PLOT.
- C. IC 23-14-41-5 WAIVER OF BURIAL RIGHTS.
- D. IC 23-14-41-6 AFFIDAVIT PERMITTING USE OF FAMILY BURIAL PLOT.
- E. IC 23-14-41-7 TERMINATION AND TRANSFER OF FAMILY BURIAL PLOT
- F. IC 23-14-42-3 TRANSFER OF BURIAL RIGHTS.
- G. IC 23-14-42-4 BURIAL RIGHTS PASSING AS PART OF ESTATE.

- H. IC 23-14-42-5 LIABILITY OF CEMETERY ACTING UPON REQUEST OF REGISTERED CO-OWNER OF BURIAL RIGHTS.
- I. IC 23-14-40-3 CERTAIN BURIAL RIGHTS OWNED WITH RIGHT OF SURVIVORSHIP.
- J. IC 23-14-40-4 BURIAL RIGHTS HELD IN JOINT TENANCY BY HUSBAND AND WIFE.
- K. IC 23-14-40-5 BURIAL RIGHTS OF JOINT TENANTS.
- L. IC 23-14-40-6 RIGHTS OF SURVIVING JOINT TENANT.
- M. IC 23-14-40-7 WAIVER OR TERMINATION OF BURIAL RIGHTS.
- N. IC 23-14-40-8 RESTRICTIONS ON BURIAL RIGHTS.

RULE 4 - TRANSFER OF OWNERSHIP

- A. METHOD OF TRANSFER: The transfer of Certificate of Interment/Entombment Rights shall be made on approved forms provided by the Cemetery.
- B. TRANSFER CHARGE: All transfers of Interment Rights or grave designations in any Plot or Plots shall be subject to a reasonable and uniform charge as assessed by the Cemetery; any charge must be paid when the transfer or designation is received for filing by the Cemetery.
- C. INDEBTEDNESS: The Cemetery may refuse to consent to a transfer of Interment Rights or to a grave designation as long as there is any indebtedness due the Cemetery from the Owner.

MANAGEMENT ASSURANCE OF PERFORMANCE

RULE 5 - CARE AND MAINTENANCE

- A. CARE AND MAINTENANCE TRUST FUND: To provide for the future care and maintenance of the Cemetery, the Cemetery has established and created an Irrevocable Perpetual Care Trust Fund into which the Cemetery shall deposit those amounts required by law.
- B. CARE OF PLOTS and GENERAL CARE: These terms shall have the same definition as Perpetual Care.
- C. INVESTMENT OF ENDOWMENT FUNDS: The purchase price of all Interment Rights sold by the Cemetery includes a deposit for perpetual care, which will be administered according to Indiana law.
- D. GIFTS, DONATIONS, DEVICES, AND REQUESTS: These Rules and Regulations do not prohibit gifts, donations, devices, or bequests of money, funds, securities, or property to enhance the beauty of the Cemetery. Any such gifts, donations, devices, or bequests may be commingled with other Cemetery Perpetual Care Trust Funds.

- E. **PRESENT CARE AND MAINTENANCE:** The Cemetery will provide adequate care and maintenance of the Cemetery Grounds in accordance with Indiana law concerning the Perpetual Care of the Cemetery.

CEMETERY OPERATIONS

RULE 6 - INTERMENT

- A. **PRIOR NOTICE:** The Cemetery reserves the right to require at least a forty-eight (48) hour notice and payment in full prior to any Interment.
- B. **REOUEST FOR INTERMENT:** All persons who submit written authorizations for Interment, entombment, or inurnment, shall, upon request, provide the Cemetery with the name, last known address and last known telephone number of all surviving immediate members of the decedent's family ("Immediate Family Members"). An authorized family member shall visit the place of interment and verify that it is correct before interment shall occur. The Cemetery may rely on any information submitted on an interment authorization form and assumes no liability for any act performed in reliance on such information.
- C. **PAYMENT BEFORE BURIAL:** The Cemetery reserves the right to collect all fees for the Burial Plot and opening/closing 48 hours prior to making a burial or interment.
- D. **CHARGES:** The Cemetery reserves the right to set charges for its services rendered and to revise such charges.
- E. **TELEPHONE REQUESTS:** The Cemetery will not be responsible for any information given by telephone or for any mistakes as to the particular space, size, and location in a Plot where Interment is desired, where such information is given over the phone.
- F. **FUNERAL SERVICE TIMES:** The Cemetery will open for Funeral Services from 8:00 a.m. to 4:00 p.m. Monday - Saturday. Special arrangements can be made with the Cemetery for special Funeral Services at other times such as weekends and holidays. Fees for special Funeral Services times will be at an additional rate, which will be published in the Cemetery general price list. No Funeral Services will take place on the following holidays: New Years Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- G. **RESPONSIBILITY:** All funerals shall be under the charge of the Cemetery.
- H. **BURIAL PERMITS:** Upon arrival at the Cemetery, Funeral Directors must present the necessary Indiana burial permit to a Cemetery representative.
- I. **EQUIPMENT USED:** Tents, artificial grass, lowering devices, and other equipment owned by the Cemetery will be used in making Interments, disinterments, and removals.
- J. **CEASE WORK:** While a funeral or Interment is being conducted, work shall cease within a section of the Cemetery. To ensure uninterrupted preparation

for and proper conduct of funerals, Interments, or other work at the Cemetery, the Cemetery retains the right to control when work by outside agents or contractors will be permitted on Cemetery Grounds.

- K. **MORE THAN ONE BODY:** Without written consent of the Cemetery, not more than the remains of one body shall be interred in one burial space, with the exception of double depth lawn crypts.
- L. **CORRECTION OF ERRORS:** The Cemetery shall have the right to correct, without liability for the payment of damages, any errors that may be made by it in making Interments, disinterments, or removals or in the description, transfer, or conveyance of any Interment property, either by canceling such conveyance and substituting a corrected conveyance in lieu of the erroneous conveyance or other Interment property of equal value and, if possible, similar location selected by the Cemetery in its sole discretion; or, if a similar location is not available, or if the alternate site(s) are not acceptable to the customer, by refunding the amount of money paid on account for the purchase. In the event such error involves the interred remains of any person in a burial space, the Cemetery reserves the right to remove and/or transfer the remains so interred to another burial space of equal value and similar location. The Cemetery has the right to and shall be solely responsible for and shall correct any errors made by placing an improper description, such as an incorrect name or date, on the Memorial, Marker, or Upright Monument.
- M. **EMBALMING REQUIRED:** Embalming of the body by a licensed funeral director is required when deceased remains are to be entombed in an above ground Mausoleum Crypt. Embalming is not necessary when the remains are to be interred below ground.
- N. **NON-OWNER BURYING CREMATED REMAINS:** Urns in cremation vaults may be buried over an existing burial space providing there is written authorization from the record holder. If there are no records on file, an Indiana Court Order authorizing the burial will be required.
- O. **COMMITTAL SERVICES:** Tent set-ups and gravesite services in general may be suspended at any time at the discretion of the Cemetery for safety reasons. Tents shall not be set up if there exists a "Weather Advisory" from the weather service.

RULE 7 - DISINTERMENTS AND REMOVALS

- A. **TO A MORE DESIRABLE SPOT:** Remains may be removed from the original Plot to an available larger or more desirable Plot in the Cemetery if there is an exchange or purchase for that purpose, and the legal representative (per Indiana law) of that deceased person has consented.
- B. **NOTICE:** The Cemetery reserves the right to receive at least seven days notice, excluding holidays, prior to any disinterment or removal.
- C. **AUTHORIZATION:** Remains may be removed from a burial place only on compliance with Indiana law.

- D. CARE IN REMOVAL: The Cemetery will exercise the utmost care in making a removal, but assumes no liability for damage to any casket, outer burial container or vault or urn incurred in making the removal.
- E. REMOVAL FOR AUTOPSY: A body may be removed for autopsy only by an Indiana court order for that purpose or an order from the county coroner. Standard charges will apply.
- F. Removals will be made only by Cemetery personnel, and exclusive of the presence of all other individuals except law enforcement officers.

VAULTS AND CASKETS

RULE 8 – VAULTS AND CASKETS

- A. VAULTS REQUIRED: In every earth Interment the casket shall be enclosed in a burial Vault.
- B. VAULT STANDARDS: A concrete burial Vault for a casket earth Interment shall be made of poured steel reinforced concrete with the strength of 4.500 PSI at 28 days, or greater and shall have a propylene liner. Steel Vaults may be used on prior authorization of the Cemetery. The Vault shall be four sided with a top, at a minimum.
- C. VAULT INSTALLATION: The installation of any earth burial Vault shall be made by or supervised by the Cemetery.
- D. URN VAULTS: All urns being buried in the earth of a grave space shall be required to be placed in an Urn Vault. Urns placed in a Columbarium Niche, Mausoleum, or any combination of these shall not be required to have an Urn Vault, as long as the Urn is made of any enduring material such as, but not limited to: marble, concrete, bronze, copper, polypropylene, or steel. Cardboard urn vaults are not permitted. The Cemetery reserves the right to reject an urn vault of deficient strength and/or rigidity; the integrity of the Interment space must be protected.
- E. CASKET STANDARDS: All earth Interments of human remains shall require the use of an approved casket for burial. Exceptions to this rule for religious reasons may be approved, in writing, by the Cemetery. Mausoleum entombments will require the use of a casket approved by the Cemetery.

MEMORIALS, MARKERS, AND UPRIGHT MONUMENTS

RULE 9 – MEMORIALS, MARKERS, AND UPRIGHT MONUMENTS

- A. UPRIGHT MONUMENTS, MEMORIALS AND MARKERS: Upright granite or bronze on granite monuments may be used. Memorial Benches will be permitted in specified monument grave space(s) and at a size and location designated and approved by the Cemetery.
- B. APPROVAL: All monuments & memorials are subject to the approval and regulations of The Gardens at Olive Branch, Inc. Each monument & memorial

design proof shall be submitted, with the Application for Monument or Memorial to The Gardens at Olive Branch for review and compliance with the requirements set forth by The Gardens at Olive Branch, Inc prior to the manufacturing of said monument or memorial. Each monument & memorial shall be a minimum size of 24 x 12 x 4, with the government provided monument & memorial bronze being the only exception. All monument and memorial design submissions shall contain the accurate Section, Lot & Grave number of the said grave to be engraved or molded in the lower right hand corner of a flat monument or memorial and on an upright monument or memorial the Section, Lot & Grave number is required to be at the lower right hand corner of the top of base. Any incomplete submissions will be returned.

The Gardens at Olive Branch, Inc. specifically reserves the right to reject any monument or memorial design if, in the opinion of The Gardens at Olive Branch, Inc see the quality or craftsmanship of the monument design is not suitable or does not comply with the regulations set fourth by The Gardens at Olive Branch, Inc. Only selected natural stone from established quarries or bronze meeting the specifications of the United States Bureau of Standards, set fourth in the Rules and Regulations of the Gardens at Olive Branch should be used for monuments. In all cases, craftsmanship should be of superior quality. All monuments & memorials will be installed on a concrete foundation of 30 in depth and containing 4 inch margins.

Monument and memorial inscriptions shall be accurate, respectful, and provide dignity for the interred and for the cemetery as a place of honor and to memorialize loved ones. The Gardens at Olive Branch reserves the right to deny or remove any monument or memorial with such inscription that may be deemed inappropriate and disrespectful.

Temporary markers of wood, concrete, paper and plastic are strictly prohibited. Temporary metal markers are permitted until replaced by a permanent monument or memorial and must be approved by The Gardens at Olive Branch, Inc.

The Gardens at Olive Branch, Inc. reserve the right to take down and remove any monument, tablet, gravestone or other erection which has fallen into decay has become unsightly or which has been erected contrary to the terms and conditions upon which permission to erect the same was granted, or in the case where construction, payment or otherwise shall not have been complied with.

Markers sold by third party individuals may only be delivered on the scheduled day of the month with a proper scheduled time for delivery and approval 48hrs in advance. We also reserve the right to cancel delivery due to a funeral or other activity within the cemetery.

- D. **SIZE OF MONUMENTS, MEMORIALS AND MARKERS:** These requirements are available at the Cemetery office. Basic guidelines are as follows:

BRONZE

Minimum Individual- 24 x 12 brz. on 28 x 16 x 4 granite backer

Minimum Companion - 36 x 13 brz. on 40 x 17 x 4 granite backer

Vases are permitted if affixed to base.

FLAT GRANITE

Minimum Individual - 24 x 12 x 4

Minimum Companion – 36 x 12

Vases are permitted if affixed to base.

MONUMENTS

Minimum Individual- 1 '8" x 2'2" x 0'6" Tablet 12' 10" x 1 '2" 06" Base

Minimum Companion - 3 '0" x 1'8" " x 0'6" Tablet 48 '0" x 1 ' x 0'6" Base

MEMORIAL BENCHES

Must be installed on a management approved tree lot, neutral lot or mausoleum lot.

May be installed on a 4" concrete cap or granite base installed by the Cemetery.

May NOT be used on a grave as a Memorial.

- E. **MATERIAL:** The material content of all bronze Memorials currently manufactured by Matthews International Corporation, Granit-Bronz CSG Inc., the Williamsburg Bronze Corporation, Trinity Bronze Inc., Trigard Bronze, and Gorham Bronze Textron: on the effective date of these Rules and Regulations have been approved by the Cemetery. All other Bronze Memorials must be of a bronze alloy consisting of:
1. Not less than 87% Copper
 2. Not less than 5% tin
 3. Not more than 3% lead
 4. Not more than 5% zinc
 5. All other elements in total not exceeding 1 %
 6. The lead content must be greater than the zinc content.
- F. **QUALITY AND WORKMANSHIP:** Imperfections which mar the appearance or impair the usefulness and stability of the finished Memorial, Marker, or Upright Monument are unacceptable. Each Memorial, Marker, or Upright Monument must be free from weakening defects and imperfections and must be accompanied by a 10 year manufacturer's warranty.
- G. **VETERAN MEMORIALS:** Flush type bronze or granite Memorials furnished by the Federal Government will be accepted by the Cemetery. The bronze Memorials must be attached to a granite base. Standard installation charges apply.
- H. **MEMORIAL BASES:** All bronze Memorials must be attached to a granite base. The granite base must be no less than a nominal 4 inches in thickness with 4 inches as minimum and 6 inches as maximum. At time of installation any base that is chipped, cracked, broken, or in any other way damaged will not be approved for installation.

- I. All merchandise and services must be paid for in full prior to installation of a permanent Memorial.

RULE 10 - INSTALLATION OF MEMORIALS, UPRIGHT MONUMENTS AND PRIVATE MAUSOLEUM ESTATES

- A. **AUTHORIZATION REQUIRED:** The authorization for installation must be made on an approved form provided by the Cemetery.
- B. **FOUNDATIONS/INSTALLATIONS:** All foundations for any Memorial or Private Mausoleum Estate, wherever purchased, shall be installed by the Cemetery. Foundation charges and the charge for Memorial installation shall be as established from time to time by the Cemetery and shall be the same for all Lot Owners, regardless of where the Memorial is purchased. Typical weather conditions dictate that cement foundations are usually formed and poured from mid-March through mid-November.
- C. **INSURANCE REQUIRED:** Each outside contractor or outside installer, or such person's agent, must provide a copy of current insurance coverage in order for the installer to legally conduct business at the Cemetery. Evidence of general liability coverage in an amount not less than \$10.0 Million must be provided.
- D. **IDENTIFICATION:** For purposes of identification, each outside contractor or outside installer, or such person's agent, must provide a listing of all employees who will be conducting installations at the Cemetery.
- E. **WEEKENDS AND HOLIDAYS:** No outside contractor or outside installer, or agent of an outside contractor or outside installer, shall work on Sundays or any holiday in the Cemetery.
- F. **FUNERAL SERVICES:** No equipment shall be brought onto the Cemetery Grounds while a funeral service is in progress
- G. **REMOVALS:** No Memorial, Marker, or Upright Monument shall be removed from the Cemetery without authorization from the Cemetery and the Owner of the Interment Rights.
- H. **UNPAID PROPERTY:** Memorials, Markers, and Upright Monuments shall not be installed on unpaid burial spaces. Memorials, Markers, and Upright Monuments may not be dropped off on Cemetery property and the Cemetery assumes no responsibility for storage or damage.
- I. **SCHEDULE OF WORK:** A minimum of 48 hours advance notice shall be required by the Cemetery in order to schedule outside contractors, outside installers, or such person's agents. Cemetery burial services and other factors that may affect the schedule will be considered prior to scheduling. All installations shall be scheduled between 8:00 a.m. and 4:00 p.m. on those dates each month the Cemetery sets aside for installation.
- J. **LOCATION:** The Cemetery will show the outside contractor, outside installer, or such contractor or installer's agent the burial space of the installation. The

Cemetery will also provide the necessary reference points required to assure an accurately located installation.

- K. **ALIGNMENT:** Monuments shall be aligned according to section specifications.
- L. **FILLING:** Areas adjoining the Memorial, Marker, or Upright Monument are to be filled in with topsoil or sand.
- M. **GROUND CONDITIONS:** Because ground conditions will vary based on the weather, vehicles are permitted off the Cemetery roadways for installation work only when approved in advance by the Cemetery.
- N. **CLEAN UP AND INSPECTION:** After completion of an installation, the outside contractor, outside installer, or such contractor or installer's agent must clean up and remove from the Cemetery all waste and debris resulting from the installation. After completion, the Cemetery will inspect the installation to assure that it meets the Cemetery's standards. The Cemetery will promptly inform the outside contractor, outside installers, or such contractor or installer's agent, of the acceptability of the installation.
- O. **INSTALLATION ERRORS:** If the installation is unacceptable, the Cemetery will notify the outside contractor, outside installers, or such person's agent of the errors in writing within 5 working days after installation. Errors are to be corrected by the installer within a reasonable period of time, not to exceed 15 days from the date of notification. Errors are deemed corrected when an approved INSPECTION FORM is signed by the Cemetery. The Cemetery reserves the right to take reasonable and appropriate action in the case of safety-related errors or extended nonperformance to correct errors.
- P. **DAMAGE:** The outside contractor, outside installer, or such contractor or installer's agent is responsible for any damage to the Cemetery or property owned by Owners of Interment Rights caused by their equipment or personnel. Any damage caused to the Cemetery property or property owned by Owners of Interment Rights shall be reported to the Cemetery immediately. Such damage shall be repaired as soon as possible. Written notice must be given to the Cemetery of the remedial work done to correct or repair such damage.
- Q. **INSCRIPTIONS:** The Cemetery reserves the right to inscribe or install all inscriptions on any community Mausoleum building.
- R. **PRIVATE MAUSOLEUM ESTATES:** All Private Estate Mausoleums will be required to pay eight percent of the retail price to the Cemetery Perpetual Care Fund to ensure the ongoing maintenance of the building. The Cemetery reserves the right to review the plans and specifications to approve the building construction and installation. The Cemetery reserves the exclusive right to install the foundation for the building, per the manufacturer's specifications, at the current Private Estate rate. The Cemetery also reserves the right to control all aspects of the building installation.

CONSUMER ASSURANCE

RULE 11 – CONDUCT OF PERSONS

- A. **CONDUCT:** All persons on Cemetery property shall conduct themselves in a manner becoming the memorialization of deceased human remains.
- B. **LOUD TALKING:** Loud talking is not permitted on the Grounds of the Cemetery and particularly within hearing distance of funeral services.
- C. **CHILDREN:** Children under fifteen (15) years of age are not permitted in the Cemetery or its buildings unless accompanied by a parent.
- D. **PRESERVATION OF PLANTS AND WILDLIFE:** All persons are prohibited from gathering flowers, either wild or cultivated, breaking trees, shrubbery, or plants, or feeding or disturbing the birds, fish or other animal life within the Grounds of the Cemetery.
- E. **LITTERING:** Receptacles for waste material are located at convenient places throughout the Cemetery. Littering on drives and paths, any part of the Grounds, or in the buildings, is prohibited.
- F. **AUTOMOBILES:** Automobiles and other vehicles shall be kept under complete control at all times. Parking is permitted in designated spaces or on paved roadways next to curb. Parking on grass is prohibited.
- G. **BICYCLES AND MOTORCYCLES:** Bicycles or motorcycles are not permitted in the Cemetery, except as may be used to attend funerals or in connection with business at the Cemetery.
- H. **FIREARMS:** Firearms are not permitted at the Cemetery except as brought in by duly authorized law enforcement personnel, Military Honor Guard or with special permission from the Cemetery.
- I. **ADVERTISING:** Signs, notices, or advertisements of any kind are not allowed at the Cemetery.
- J. **PEDDLING AND SOLICITING:** Peddling of flowers or plants or soliciting the sale of any commodity other than by the Cemetery, or persons authorized by the Cemetery, is prohibited at the Cemetery.
- K. **COMPLIANCE:** It is the duty of the Cemetery to see that the Rules and Regulations are enforced, that order is maintained, and that the best interests of the Owners of Interment Rights and the Cemetery are protected and promoted. To that end, the Cemetery is authorized to make temporary additional rules or take such actions that may be needed from time to time to meet emergencies or other situations or conditions that are not covered by these Rules and Regulations.
- L. **RIGHT TO INGRESS AND EGRESS RESERVED:** The Cemetery reserves, to itself and to those lawfully within the Cemetery, a perpetual right of ingress and egress over Plots for the passage to and from other Plots.
- M. **PETS IN THE CEMETERY:** All pets must be on a leash at all times. Pet owners must clean up after their pets.
- N. **SKATEBOARDING.** Skateboarding is not permitted on Cemetery property.

RULE 12: GENERAL DECORATING POLICY

March 1st~March 14th/Spring Clean Up

All fresh flowers, artificial arrangements and/or decorations, grave blankets, wreaths, personal items, etc. everywhere in the cemetery will be removed and discarded by the cemetery during this period (If you wish to keep any of these types of items, please remove them prior to March 1st).

March 15th ~ October 31st

MONUMENTS, MEMORIALS, BENCHES, AND BRONZE MEMORIALS

Fresh-cut or artificial saddle arrangements and fresh-cut, artificial flowers, or personal items in permanently installed cemetery approved vases are permitted during this time. Any fresh-cut or artificial saddle arrangements; fresh-cut, artificial flowers, or personal items will be removed and discarded by the cemetery if they become unsightly or out of season. Artificial floral arrangements. Decorations and personal items may not be placed directly on the ground. Permanent or temporary vases will not be permitted in the ground, only on the base of the monument up off the ground. Only landscaping by cemetery personnel is permitted.

FLAT MEMORIALS

Fresh-cut or artificial floral arrangements, decorations and/or personal items placed in permanently installed cemetery approved vases are permitted during this time. Any fresh-cut or artificial floral arrangement, decorations, and/or personal items will be removed and discarded by the cemetery if they become unsightly or out of season. During this period of time any or all fresh—cut flowers, floral arrangements, decorations and/or personal items placed directly on the ground will be removed and discarded by the cemetery. All vases should be inverted when not in use. Only one case per memorial is permitted. Only landscaping by cemetery personnel is permitted.

EXTERIOR CRYPTS AND NICHEs

Fresh-cut or artificial floral arrangements, decorations and/or personal items may be placed (provided they are in permanently installed in cemetery approved vases) are permitted during this time. Fresh-cut flowers, floral arrangements, decorations and/or personal items are not to be attached in any other manner to the crypt front. Only one (1) permanently installed cemetery approved case is permitted per pair of crypts. ALL fresh-cut flowers, floral arrangements, decoration and/or personal items will be removed and discarded by the cemetery if they become unsightly or out of season. All ground vases should be inverted when not in use. During this period of time any or all fresh-cut flowers, floral arrangements, decorations and/or personal items will be removed and discarded by the cemetery if they become unsightly or out of season. Any fresh-cut flowers, floral arrangements, decoration and/or personal items placed directly on the ground will be removed and discarded by the cemetery.

NOVEMBER 1st ~ NOVEMBER 14th FALL CLEAN UP

ALL fresh-cut flowers, floral arrangements, decoration and/or personal items will be removed and discarded by the cemetery during this period. If you wish to keep any of these items, they must be picked up and removed by you before November 1st.

NOVEMBER 15th ~ FEBRUARY 28th

MONUMENTS, MEMORIALS, BENCHES, AND BRONZE MEMORIALS

Fresh-cut or artificial saddle arrangements and fresh-cut, artificial flowers, or personal items in permanently installed cemetery approved vases are permitted during this time. Grave blankets and wreaths, etc. are also permitted. We do recommend that permanent vases not be used during the winter months due to possibility of damage caused by freezing and cracking of the vases.

FLAT MEMORIALS

Fresh-cut or artificial floral arrangements, decorations and/or personal items may be placed directly on the ground. We do recommend that permanent vases not be used during the winter months due to the possibility of damage caused by freezing and cracking of the vases. Grave blankets and wreaths, and other holiday decorations are also permitted.

EXTERIOR CRYPTS AND NICHE

Wreaths, other floral decorations and/or personal items are permitted to be placed on the ground. However, we do recommend that permanent vases not be used during the winter months due to the possibility of damage caused by freezing and cracking of the vases. Any and all decorations and/or personal items are not to be attached in any manner to the crypt or niche fronts.

SPECIAL NOTICES/HOLIDAY EXCEPTION

EASTER, MOTHER'S DAY, MEMORIAL DAY AND FATHER'S DAY ARE EXCEPTIONS TO THE SPRING AND SUMMER MAINTENANCE SCHEDULES. ANY TYPE OF NON-OFFENSIVE DECORATIONS MAY BE PLACED THE SATURDAY PRIOR TO THE ABOVE-MENTIONED HOLIDAYS AND REMAIN UNTIL THE MONDAY FOLLOWING THE HOLIDAYS. (AFTER SATURDAY, ALL DECORATIONS THAT ARE ON THE GROUND OR OUT OF SEASON WILL BE REMOVED AND DISCARDED.)

Only landscaping installed by Cemetery personal is permitted. The Cemetery will not be responsible for damage to vases or personal decorations unless caused by Cemetery equipment.

PROHIBITED ACTS: No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind are allowed around any Lot or ground space, and no walks or brick, chat, cinder, tile, stone, marble, terra cotta, sand, cement, gravel, wood or other similar borders or designs are allowed on any Lot or on the vicinity of such Lot or grave space.

OTHER DECORATIONS: The Cemetery reserves the right to regulate the method of decorating Plots to maintain uniformity in order to preserve the beauty of the Cemetery Grounds.

CERTAIN ORNAMENTS PROHIBITED: The placing of boxes, wind chimes, shells, toys, metal designs, ornaments, chairs, settees, vases, glass, wood or iron cases, shepherd hooks, solar lights and similar articles upon Plots, walks, casements, or roads is not permitted and if so placed, the Cemetery reserves the right to remove such articles. The Cemetery shall not be liable for the loss or destruction of such ornaments placed in an unauthorized manner.

EXCLUSIVE RIGHT OF CEMETERY. Because the owner of the Cemetery is responsible for the performance of the care and maintenance of the Cemetery, the Cemetery owner has the exclusive right to: (1) open and close a grave or grave space, burial space, crypt, or niche in the Cemetery; (2) set or install a: (A) marker; (B) monument; or (C) any type of memorial; in the Cemetery; and (3) install any kind of foundation or other type of base for the marker, monument, or any type of memorial in the Cemetery. This exclusive right may also be exercised by the authorized representative of the owner of the Cemetery.

AUTOMATIC AMENDMENT OF RULES AND REGULATIONS. These Rules and Regulations shall be deemed to be automatically amended to conform to the Indiana Cemetery Act and rules adopted by the State Board of Funeral and Cemetery Service.

APPENDIX

DEFINITIONS OF TERMS

When used in the Rules and Regulations, the following definitions shall govern:

- A. "Board" means the Board of Directors of the Cemetery.
- B. "Burial" or "Interment" means the opening and closing of a grave, grave space, burial space, crypt, or niche for purposes of: (1) interment; (2) entombment; or (3) inurnment, and is defined in IC 23-14-54.
- C. "Burial Merchandise" means any personal property offered or sold by the Cemetery for use in connection with the Interment of human remains.
- D. "Burial right" or "Interment right" means a right of interment, entombment, or inurnment granted by the owner of the Cemetery and unless otherwise stated in the deed, certificate, or license given by the owner of the Cemetery, is an easement for the specific purpose of burial/interment.
- E. "Cemetery" means any land or structure in Indiana that is: (1) dedicated to; and (2) used for, or intended to be used for the interment, entombment, or inurnment of human remains. Cemetery also means The Gardens at Olive Branch.
- F. "Cemetery Agreement" means an agreement or contract, entered into to provide burial rights and/or burial or funeral merchandise and/or services for an individual or a deceased individual.
- G. "Cemetery Grounds" means that property within the legal boundary lines of the Cemetery as then developed and platted, including the fences, gates, and entrance.
- H. "Cemetery owner" or "owner of a Cemetery" means the person that: (1) owns; or (2) operates and conducts the business of a Cemetery.
- I. "Cemetery purposes" means all things necessary for or incident or convenient to the establishment, maintenance, management, operation, improvement, and conduct of the Cemetery, the preparation of Cemetery property for interment, entombment, or inurnment and the interment, entombment, or inurnment of the human dead, and the care, preservation, and embellishment of Cemetery property.
- J. "Columbarium" means a structure or room or space in a building or structure used or intended to be used for the inurnment of cremated human remains.
- K. "Committal Service" means the ritual or ceremony in a chapel, tent, or near the grave, below ground Crypt, Mausoleum, or Niche during which the remains are committed to their final resting place in the Cemetery.
- L. "Community columbarium" means a columbarium in which inurnment rights are or have been offered for sale to the general public.
- M. "Community garden crypt" means a garden crypt in which entombment or inurnment rights are or have been offered for sale to the general public.
- N. "Community mausoleum" means a mausoleum in which entombment or inurnment rights are or have been offered for sale to the general public.
- O. "Cremation" means: (1) the incineration of: (A) the body of a deceased individual; or (B) a body part of a nondeceased individual; and (2) the mechanical or manual reduction of identifiable bone fragments to unidentifiable bone fragments.
- P. "Crypt" means a chamber in a mausoleum or garden crypt that is of sufficient size to entomb the uncremated remains of a deceased individual.
- Q. "Disinterment" means the recovery of human remains by exhumation, disinterment, or disinurnment. The term does not include: (1) the raising and lowering of human remains to accommodate two (2) interments within a single grave; or (2) the repositioning of human remains or the repositioning of an outside burial container or vault that encroaches on an adjoining grave, grave space, or burial space.
- R. "Entombment" means any lawful disposition of the remains of a deceased individual in a mausoleum or garden crypt as provided by IC 23-14-54.
- S. "Garden crypt" means a structure or building that is: (1) used; or (2) intended to be used for the entombment or inurnment of human remains in crypts, vaults, or niches, in which entombment or

inurnment is done from the exterior of the structure or building. The term includes a columbarium within a garden crypt.

- T. "Human remains" or "remains" means the body of a deceased individual. The term includes: (1) the body in any stage of decomposition; and (2) cremated remains.
- U. "Interment" means any lawful disposition in the earth of the remains of a deceased individual as provided by IC 23-14-54.
- V. "Inurnment" means any lawful disposition of the cremated remains of a deceased individual in a mausoleum, garden crypt, niche, or scattering garden area as provided by IC 23-14-54.
- W. "Lawn crypt" means a vault that is: (1) preset into the earth; and (2) sold as a part of the sale of the lot, plot, burial space, or grave.
- X. "Lot," "plot," "burial space," or "section" means any space within the Cemetery that is: (1) used; or (2) intended to be used for interment, entombment, or inurnment, irrespective of where the space is located. The term includes a crypt, a niche, and a grave space.
- Y. "Lot owner," "lot holder," "plot owner," "plot holder," "burial right owner," "burial right holder," "burial space owner," "burial space holder," or "interment right holder" means a person: (1) under whose name a burial space is listed; or (2) who is identified as the owner or holder of a burial space in the records of the office of the Cemetery.
- Z. "Management" means the Cemetery's board of directors, its duly authorized officers, assigns, and agents.
- AA. "Marker" or "Memorial" means any monument, memorial, tablet, nameplate or structure upon or in any burial space placed thereupon, for the purpose of identification or in memory of the deceased person.
- BB. "Mausoleum" means a structure or building that: (1) is used; or (2) is intended to be used for the entombment or inurnment of human remains in crypts, vaults, or niches, in which entombment or inurnment is done from the interior of the building or structure. The term includes a columbarium within a mausoleum.
- CC. "Niche" is a space in a columbarium that is: (1) used; or (2) intended to be used for the inurnment of the cremated remains of one (1) or more deceased individuals.
- DD. "Perpetual care" or "endowment care" means, within the limits permitted by the net income received from the perpetual care fund or endowment care fund required by IC 23-14-48 and from other care funds or endowments, the maintenance of the Cemetery grounds and graves in keeping with a properly maintained Cemetery, including the following:
 - (1) Cutting the grass on Cemetery plots at reasonable intervals.
 - (2) Raking and cleaning of Cemetery plots at reasonable intervals.
 - (3) Pruning of shrubs and trees.
 - (4) Procuring, maintaining, and keeping in workable condition the machinery, tools, and equipment needed for maintenance purposes, and replacing the machinery, tools, and equipment when necessary.
 - (5) Keeping in repair and preserving the drains, water lines, roads, buildings, fences, and other structures, including Cemetery owned statues and embellishments of a general character applicable to the Cemetery as a whole or a particular area.
 - (6) The administration of the Cemetery, including: (A) the payment of insurance premiums; (B) the payment of pensions; and (C) maintaining the necessary records of lot ownership or holdership, burial right ownership or holdership, burials, and other necessary information, and making the records available to the public authorities and interested persons.

When used in connection with a mausoleum, garden crypt, columbarium, crematory, or other structure, the term "perpetual care" or "endowment care" means, in addition to the meaning set forth in subsection (a):

- (1) the general upkeep of the structure and the ground surrounding the structure;
- (2) the repair, replacement, and improvement of the structure;

(3) the procuring, maintaining, and keeping in reasonable condition the machinery, tools, and equipment needed for the purposes set forth in subdivisions (1) through (2); and

(4) replacing the machinery, tools, and equipment when necessary.

EE. "Upright Monument" means a granite die and base installed on any Lot for the purpose of identification or in memory of the interred.

FF. "Vault" means: (1) an outer burial container that is designed for placement in a burial space or grave around a casket or alternative container; or (2) the container that forms the chamber of a crypt. The term includes a burial vault, grave box, or grave liner.

