



WASHINGTON PARK CEMETERY ASSOCIATION



AN INDIANA NOT-FOR-PROFIT CORPORATION

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 upon the majority of the Owners, but rather as a measure to prevent the inconsiderate minority 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 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 Certificate of Burial Rights, Certificate of Entombment Rights, Certificate of Niche Rights, Purchase Agreement, Mausoleum Space Agreement or any other forms or documents issued by the Cemetery.

DEFINITIONS OF TERMS

The following definitions shall govern, when used in the Rules & Regulations:

- A. **OWNER:** The term “Owner” refers to the Owner of burial rights, officially recorded in the records of the Cemetery. A Certificate of Ownership shall be given to the Owner of record. This term shall also be applied to his or her heirs, legal representatives and assigns.
- B. **CEMETERY:** The term “Cemetery” when used in these Rules and Regulations shall mean that area of land and the various improvements and embellishments thereon dedicated to the Interment and Memorialization of the human dead, owned, operated or leased by Washington Park Cemetery Association, Inc. and shall include its officers, employees and duly authorized personnel.
- C. **CEMETERY GROUNDS:** The term “Cemetery Grounds” refers to that property within the legal boundary lines of the Cemetery and particularly within that portion developed, including the fences, gates, and entrances. In its broad sense, the Cemetery Grounds are a burial park used for the permanent Interment of human remains. It may be comprised of earth Interments of Outer Burial Protections or Crypts, Mausoleums, Columbaria, or other place of Interment of cremated remains, or any combination of such burial methods.
- D. **BOARD:** The term “Board” refers to the Board of Directors for the Cemetery Association.
- E. **LOT:** The term “Lot” refers to numbered divisions as shown on

the record Plot that consists of one or more Grave Spaces or Plots.

- F. BURIAL SPACE: The term “Burial Space” refers to a grave space, Crypt space, or Niche.
- G. GRAVE SPACE OR PLOT: The term “Grave Space or Plot” refers to a space of ground sufficient in size for the burial of the remains of one adult person.
- H. BELOW GROUND CRYPTS: The term “Below Ground Crypts” refers to Burial Spaces in pre-placed chambers, either side by side or multiple depth, covered by earth and, as used herein, also known as Lawn Crypts.
- I. LAWN CRYPTS: The term “Lawn Crypts” refer to Below Ground Crypts for burial.
- J. MAUSOLEUM: The term “Mausoleum” refers to a structure or building which is substantially exposed above the ground and is intended to be used for the entombment of human remains.
- K. COLUMBARIUM: The term “Columbarium” refers to a structure or building which is substantially exposed above the ground and is intended to be used for the inurnment of cremated human remains.
- L. BURIAL MERCHANDISE: The term “Burial Merchandise” refers to any personal property offered or sold by the Cemetery for use in connection with the Interment or inurnment of cremated human remains.
- M. OUTER BURIAL PROTECTION: The Term “Outer Burial Protection” refers to a burial container used for the ground burials, made of, but not limited to concrete, fiberglass, steel, or polypropylene, for the enclosure of a casket or an alternative container. The term includes containers, vaults, grave liners or grave box.
- N. CRYPT: The term “Crypt” refers to a burial container used for burial in pre-placed above ground chambers, made of concrete or other material suitable for the enclosure of a casket.
- O. NICHE: The term “Niche” refer to a space in a Columbarium or other structure or space used or intended to be used to inurn cremated human remains.
- P. MEMORIAL: The term “Memorial” shall mean any monument, Marker, tablet, nameplate or structure upon or in any Burial Space placed thereupon, for the purpose of identification or in memory of the deceased person
- Q. UPRIGHT MONUMENT: The term “Upright Monument” refers to a granite die and base installed on any Lot for the purpose of

identification or in memory of the interred.

- R. MARKER: See definition for “Memorial”.
- S. INTERMENT: The term “Interment” refers to the permanent disposition of human remains by burial, entombment, or inurnment.
- T. COMMITAL SERVICE: The term “Committal Service” refers to 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 on the Cemetery Grounds.
- U. MANAGEMENT: The term “Management” refers to the Cemetery’s board of directors, its duly authorized officers, assigns, and agents.
- V. CEMETERY AGREEMENT: The term “Cemetery Agreement” refers to an agreement or contract, entered into to provide burial rights and/or funeral merchandise and/or services for a contract beneficiary.

MANAGEMENT FUNCTIONS AND RESPONSIBILITIES

RULE 1 – SUPERVISION

- A. OWNERSHIP: This Cemetery is a non-profit institution operating for the benefit of all Burial Rights’ Owners 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; all trees, shrubs, and herbage of any kind will be planted, trimmed, cut, or removed by the Cemetery; and all opening and closings of graves, Interments, disinterment 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, but are required to be courteous to all visitors. Taking into account weather and ground conditions, other Cemetery burial services, availability of personnel, and other similar considerations, the Cemetery will schedule, upon reasonable notice, all installations.
- 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, from time to time including the right to regrade roads, drives, walks, parkways, gardens, or any part of such areas is expressly reserved by 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 by 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 ones.
- F. SUPERVISION OF REMOVAL: All removals of bodies from Burial Spaces within the Cemetery Grounds shall be under the supervision of the Cemetery.
- G. AUTHORIZATION AND PERMITS: The officers or other duly authorized representative of the Cemetery shall require that proper authorization and permits have been obtained before burial or removal in order to comply with the law. Also, the Cemetery shall require that proper authorization and permits have been obtained before Grounds work of any type may be performed by anyone other than employees of the Cemetery.

RULE 2 – GENERAL

- A. SUBJECT TO LAWS: The laws of the State of Indiana govern the descent of rights of Interment in Cemetery Burial Spaces as well as other matters pertaining to assignments, trust deeds, and alienability in general. The Cemetery will gladly assist any Owner who desires information or advice on questions pertaining to Burial Space.
- B. GRATUITIES MAY NOT BE ACCEPTED OR OFFERED: A person while employed by the Cemetery shall not accept any fee, gratuity, or commission from anyone except the Cemetery. A person while employed by the Cemetery or serving, as a duly authorized representative of the Cemetery may not offer any fee, gratuity, or commission to any Owner or potential Owner of Interment rights.
- C. CEMETERY NOT RESPONSIBLE: The Cemetery will take reasonable precautions to protect the Owners of Burial Rights from loss or damage, but it disclaims any responsibility for loss or damage whether the damage be direct or collateral, other than is provided in these Rules & Regulations, from causes beyond its reasonable control, including damages caused by the elements, an act of God, common enemy, thieves, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or any order of any military or civil authority.
- D. RESPONSIBILITY OF THE CEMETERY AND SIGNATURES:

The Cemetery Agreement, the Certificate of Ownership, the trust agreements, and these Rules & Regulations and any amendments to these Rules & 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 Burial Rights be notarized.

RULE 3 – OWNERSHIP EXPLANATION

- A. CERTIFICATE OF INTERMENT/ENTOMBMENT RIGHTS: Persons who purchase Interment/Entombment rights from the Cemetery will have the exclusive right to Interment/Entombment in the Plot(s) or Burial Spaces so designated in the Certificate of Interment/Entombment rights and will be subject to these Rules & Regulations and their amendments.
- B. HUSBAND AND WIFE: Burial Rights purchased jointly by husband and wife shall guarantee a vested right of Interment/Entombment of his and/or her body in any Burial Space in which Burial Rights were purchased. The right of Interment shall be presumed by the Cemetery to continue unless the Cemetery is presented with an order specifying otherwise by a court of competent jurisdiction, or notarized agreement of the parties.
- C. DISSOLUTION OF MARRIAGE: Burial Rights purchased jointly by husband and wife for whom an order of Dissolution of Marriage has been finalized will be vested as provided by the final order.
- D. NON-HUSBAND AND WIFE: Burial Rights purchased jointly by persons who are not husband and wife may not guarantee a vested right of burial for each purchaser.
- E. UNSPECIFIED CIRCUMSTANCES: The Cemetery recognizes that all circumstances affecting Ownership of Burial Rights cannot reasonable be anticipated; however, the Cemetery will act as required by Indiana law but will not assume the responsibility for arriving at a determination of Ownership of Burial Rights.
- F. OFFICIAL RECORDS: The official records of persons owning the Certificate of Interment/Entombment of Burial Rights will be maintained by the Cemetery at its designated office, and each Plot Owner will be registered by name and address. Such registration will be final governing record used by the Cemetery in determining Plot Ownership unless ordered otherwise by a court of competent jurisdiction.
- G. CHANGE OF ADDRESS: The Rules and Regulations require that each Plot Owner keep the Cemetery fully informed as to his or her

mailing address and to notify the Cemetery of any changes thereof. Notice sent to any Plot Owner at the last registered address on file in the office of the Cemetery will be considered sufficient and proper legal notification.

- H. RIGHT TO DESIGNATE GRAVES RESTRICTED: Individuals may designate graves in their Lots on approved forms provided by the Cemetery. All grave designations in any Plot or Plots shall be subject to a reasonable and uniform charge fixed, from time to time, by the Cemetery; which charge must be paid when the designation is received for filing by the Cemetery.
- I. FAMILY ENDOWMENT FEATURES: Owners of Burial Rights are permitted to enhance their family heritage by making donations of endowment features, such as benches, to the Cemetery. The feature(s) and its location(s) are subject to Cemetery approval. All such features will be installed by or under the supervision of Cemetery Personnel.

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 transfer of Certificate of Interment/Entombment Rights or grave designations in any Plot or Plots shall be subject to a reasonable and uniform charge fixed, from time to time, by the Cemetery; which 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 Certificate of Interment/Entombment Rights or to an grave designation as long as there is any indebtedness due the Cemetery from the Owner so recorded in the records of the Cemetery.

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, created, and provided Irrevocable Care and Maintenance Trust Fund into which fund the Cemetery shall deposit a sum not less that required by law from each and every Burial Right conveyed in the Cemetery.
- B. CARE OF PLOTS: The term “Care and Maintenance”, as used in

these Rules & Regulations with reference to Lots, Plots, or Grave Spaces within the Cemetery Grounds, is held to mean: cutting the grass, raking and cleaning at reasonable intervals, necessary reseeding, and keeping edged and in place the grave Markers, Memorials, or Upright Monuments.

- C. GENERAL CARE: The “Care and Maintenance”, as used in these Rules & Regulations with reference to the Cemetery Grounds, means that the Cemetery will be maintained in a reasonable condition including leveling of the Grounds where Interments have been made, removal of all debris, mowing and edging, and the maintenance of a well kept appearance.
- D. INVESTMENT OF ENDOWMENT FUNDS: The purchase price of all Burial Space sold and to be sold in the Cemetery, includes a deposit for endowment care, which will be administered according to Indiana law.
- E. GIFTS, DONATIONS, DEVICES, AND REQUESTS: Nothing in these Rules & Regulations shall prohibit gifts, donations, devices, or bequests of money, funds, securities, or property to enhance the beauty of the Cemetery Grounds. Any such gifts, donations, devices, or bequests may be commingled with other Cemetery trust funds.
- F. PRESENT CARE AND MAINTENANCE: The Cemetery will provide adequate care and maintenance of the Cemetery Grounds, and of every Burial Space conveyed by it, until such a time as the income from the care and maintenance trust fund described in these Rules & Regulations is sufficient to provide for such maintenance.

CEMETERY OPERATIONS

RULE 6 – INTERMENT

- A. SUBJECT TO LAWS: The laws of the State of Indiana govern the descent of rights of Interment in Cemetery Burial Spaces as well as other matters pertaining to assignments, trust deeds, and alienability in general. The Cemetery will gladly assist any Owner who desires information or advice on questions pertaining to Burial Space. Indiana law requires a licensed funeral director to be in attendance at all services where human remains are present.
- B. PRIOR NOTICE: The Cemetery reserves the right to require at least a twenty-four (24) hour notice and payment in full prior to any Interment. The cemetery reserves the right to open & close every grave, crypt or niche for any reason that it is required
- C. REQUEST FOR INTERMENT: All persons, whether or not

acting as attorney-in-fact pursuant to a valid power of attorney (“POA”), 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”). The term “Immediate Family Members” shall include a spouse, children, siblings and parents of the decedent. Said written authorizations, with such names, addresses and telephone numbers, shall be submitted upon the Cemetery’s official form, entitled “Interment/ Entombment Authorization (“IEA”).” Upon completion of the IEA and all required documents, the Cemetery reserves the right to impose a minimum 24-hour waiting period before the burial will be scheduled to allow Cemetery sufficient time to verify all representations made on the IEA, POA and other required documents. All terms and conditions set forth on the IEA are hereby adopted and incorporated herein by reference in these Rules and Regulations. The following additional rules apply to requests for Interment, entombment or inurnment::

1. Owners are expected and required to confirm all final disposition and merchandise selections. This is the essence of the Cemetery arrangement process. Over time, preferences may change, new options may become available, and pre-arrangements made in the past may require validation.
2. When an Owner has delegated the authority to direct Interment, entombment, or inurnment pursuant to a valid POA, the following requirements must be satisfied:
 - (a) There shall be full and complete service and merchandise selections.
 - (b) There shall be an inspection and verification of the final disposition location, and a determination of the need for a final date.
 - (c) The Cemetery shall be furnished and retain the original POA document; facsimiles or copies of POAs will not be accepted.
 - (d) The Attorney-in-Fact under a POA shall contact a Cemetery Family Service Advisor (“FSA”) in advance of the final disposition service and provide complete funeral service information. The Attorney-in-Fact shall make an appointment with the FSA at the Cemetery office at a mutually agreed upon time to review all pertinent information.

- (e) The Attorney-in-Fact under a POA shall warrant and represent to Cemetery that the names, addresses and telephone numbers of the decedent's Immediate Family Members listed on the IEA are true, accurate and complete to the best of the Attorney-in-Fact's knowledge; and further shall execute a Guaranty with respect to the POA.
- 3. Upon presentation of a POA accompanying an IEA, the Cemetery may take such time as it may deem necessary under the circumstances to investigate and verify the facts therein stated. The Cemetery may revoke POA privileges for an indefinite period of time as a result of repeated, blatant violations of the Rules and Regulations and until such violations have been cured. Nothing in this Section C.3. of Rule 6 shall be construed or interpreted to prohibit the principal under a POA from submitting an IEA after a POA has been refused for violations of the Cemetery's Rules and Regulations.
- 4. The principal under a POA, and the principal's heirs, assigns, and successors-in-interest, are deemed to waive, renounce, relinquish, release, absolve and discharge Cemetery from any and all claims, actions, suits, losses, damages and liabilities of any kind or nature whatsoever, including attorneys' fees and costs of defense, arising out of or in any way related to the Cemetery's acceptance of a POA to authorize Interment, entombment or inurnment.

The form required for the use of a Limited Power of Attorney and Guaranty is hereby adopted and approved as follows:

LIMITED POWER OF ATTORNEY

STATE OF _____

COUNTY OF _____

I (We), _____

(Principal), have made, constituted and appointed, and by these presents do make, constitute and appoint, _____ or _____, by and through its officers, employees and agents, my true and lawful attorney-in-fact to act with the following limited powers, to wit:

Express authority to enter into and execute all documents necessary to arrange the final disposition of the below-named decedent ("Decedent"), including (1) the authority to execute all documents required by Washington Park Cemetery Association, Inc. ("WPCA")

for final disposition of the Decedent, (2) to inspect and approve the location and condition of the grave or crypt, (3) to commit the Principal to pay all costs and expenses in connection therewith, and (4) to comply with WPCA's Cemetery Rule 6 that requires, inter alia, that all persons submitting to WPCA a written authorization for interment, entombment, or inurnment shall provide WPCA with an accurate list of surviving "Immediate Family Members" of Decedent as that term is defined in WPCA Rule 6.C.

FURTHER, I do authorize my aforesaid attorney-in-fact to execute, acknowledge and deliver any instrument and to do all things necessary to carry out the intent hereof, hereby granting unto my said attorney-in-fact full power and authority to act in and concerning the premises as fully and effectually as I may do if personally present, limited, however, to the purpose for which this limited power of attorney is executed.

PROVIDED, however, that all business transacted hereunder for me shall be transacted in my name, and that all endorsements and instruments executed by my said attorney-in-fact for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "attorney-in-fact."

I further declare that any act or thing lawfully done hereunder and within the powers herein stated by my said attorney-in-fact shall be binding on myself and my heirs, legal and personal representatives and assigns, whether the same shall have been done either before or after my death, or other revocation of this instrument unless and until reliable intelligence or notice thereof shall have been received by my said attorney-in-fact.

I further declare that I, my heirs, assigns, and successors-in-interest waive, renounce, relinquish, absolve and discharge WPCA from any and all claims, actions, suits, losses, damages and liabilities, including attorneys' fees and costs of defense, arising from any contention or allegation, whether well founded or otherwise, based on WPCA's permitting the use of this limited power of attorney. Third parties may rely upon the representations of the attorney-in-fact as to all matters relating to any power granted to them hereunder, and no person who may act in reliance upon the representations of the attorney-in-fact or the authority granted to it shall incur any liability to the Principal or his estate as result of permitting the attorney-in-fact to exercise any power.

I further declare that I hereby warrant and guarantee to WPCA that the list of Immediate Family Members of Decedent referred to below and required by WPCA Cemetery Rule 6 is complete and accurate in all respects. If same be not complete and accurate in all respects, I agree to save WPCA harmless from any liability or damages whatsoever and to

reimburse WPCA for any judgments, attorneys' fees, or court costs it may incur resulting from the execution of this Limited Power of Attorney.

Name of Decedent _____

Date of Death _____

List of surviving Immediate Family Members of Decedent (spouse, children, siblings, and parents):

Name Address Relationship Telephone No.

Name Address Relationship Telephone No.

Name Address Relationship Telephone No.

Name Address Relationship Telephone No.

Name Address Relationship Telephone No.

As used herein, the singular shall be deemed to include the plural, the feminine to include the masculine, the individual to include a corporation or partnership or proprietorship, all as required by context.

The laws of the State of Indiana shall govern this Limited Power of Attorney and Guaranty in all respects.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand (s) this _____ day of _____, 20____.

PRINCIPAL (Signature)

(Printed)

PRINCIPAL (Signature)

(Printed)

PRINCIPAL (Signature)

(Printed)

STATE OF INDIANA)
)SS:
 COUNTY OF MARION)

Before me, a Notary Public in and for Marion County, State of Indiana personally appeared _____, _____, _____, Principal (s), who acknowledged the execution of the foregoing Limited Power of Attorney, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS My hand and Notarial Seal this _____day of _____, 20 _____.

 Notary Public

 Printed

Residing in Marion County, Indiana
 My commission expires:_____

GUARANTY

IN CONSIDERATION of inducing WPCA to accept and act in accordance with the above Limited Power of Attorney, the undersigned Attorney-in-Fact hereby unconditionally represents, warrants and guarantees that the facts stated in the above Limited Power of Attorney are true in all respects, and further guarantees the payment of any and all of the financial obligations and liabilities assumed thereunder by said Principal(s).

 GUARANTOR (Signature)

 (Printed)

 GUARANTOR (Signature)

 (Printed)

STATE OF INDIANA)
)SS:
 COUNTY OF MARION)

Before me, a Notary Public in and for said county and state,

personally appeared _____, _____,
(Guarantor(s)), who acknowledged the execution of the foregoing
Guaranty and who, having been duly sworn, stated that any representations
contained therein are true.

WITNESS My hand and Notarial Seal this _____ day of _____, 20 _____.

Notary Public

Printed

Residing in Marion County, Indiana

My commission expires _____

- D. PAYMENT BEFORE BURIAL: The Cemetery reserves the right to collect all fees for the Burial Plot and opening/closing 24 hours prior to making a burial in that Plot.
- E. CHARGES: The Cemetery reserves the right to set charges for its services rendered and, from time to time, and revise such charges.
- G. 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.
- H. 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 price list. No Funeral Services will take place on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- I. RESPONSIBILITY: Upon entering the Cemetery, all funerals shall be under the charge of the Cemetery.
- J. BURIAL PERMITS: Funeral Directors, upon arrival at the Cemetery, must present the necessary Indiana burial permit to a Cemetery representative.
- K. EQUIPMENT USED: Tents, artificial grass, lowering devices, and other equipment owned by the Cemetery will be used in making Interments, disinterments, and removals unless permission to use other equipment is given by the Cemetery representative.
- L. 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 conductance 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.

- M. CASKETS NOT TO BE OPENED: A casket may remain open for the purpose of a private or public visitation prior to the beginning of a funeral service. However, once the casket is closed by the funeral director for the purpose of the funeral service, or in the case of a casket containing a body brought within the confines of the Cemetery for the purpose of a committal service, no funeral director or the director's embalmer, assistant, employee, or agent is permitted to open the casket or touch the body without the consent of a legal representative of the deceased, or by order of a court of competent jurisdiction.
- N. MORE THAN ONE BODY: Without written consent of the Cemetery, not more than one body or the remains of more than one body shall be interred in one Burial Space with the exception of double depth lawn crypts. For situations involving cremated remains please refer to "Cremation Guidelines for All Cemeteries".
- O. 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.
- P. EMBALMING REQUIRED: Embalming of the body by a licensed funeral director or a licensed embalmer is required when the deceased is to be entombed in an above ground Mausoleum Crypt. Embalming is not necessary when the body is to be interred in below ground burial.
- Q. NON-OWNER BURYING CREMATED REMAINS: Urns in

cremation CONTAINERS may be buried over an existing burial providing there is written authorization from the record holder or a POA at the time of need. If there are no records as stated above on file, an Indiana Court Order authorizing the burial will be required.

- R. GRAVESITE SERVICES: Tent set-ups and gravesite services in general may be suspended at anytime at the discretion of WPCA Management for safety reasons. NO tents shall we set up if under a “Wind Advisory” from the weather service.

RULE 7 – DISINTERMENTS AND REMOVALS

- A. TO A MORE DESIRABLE SPOT: A body or cremated remains may be removed from its 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 state law and certain other requirements, see Policy & Procedures Manual under Cemetery Operations for specifics) 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: A body may be removed from its burial place only: upon written request of legal spouse or in the case of a minor deceased child both parents need to authorize. All other situations will require an Indiana Court Order. See Policy & Procedures Manual under Cemetery Operations for specifics.
- 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 protection, or urn incurred in making the removal.
- E. REMOVAL FOR AUTOPSY: A body may be removed for autopsy only upon receiving at the Cemetery an Indiana court order for that purpose or an order from the county corner. Standard charges will apply.

OUTER BURIAL PROTECTION AND CASKETS

RULE 8 – OUTER BURIAL PROTECTIONS AND CASKETS

- A. OUTER BURIAL PROTECTIONS REQUIRED: The casket in every earth Interment shall be enclosed in a burial Outer Burial Protection.
- B. OUTER BURIAL PROTECTION STANDARDS: A concrete burial

receptical 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. Fiberglass, steel (min. 12 gauge.), and polypropylene outer burial protections are also permitted. The outer burial protection shall be four sided with a top, at a minimum. A bottomless grave liner type outer burial protection is acceptable for a casket burial in the Cemetery provided the records in the office indicate such has occurred. All outer burial protections and grave liners are required to have a domed or rounded top.

- C. OUTER BURIAL PROTECTION INSTALLATION: The installation of any earth burial receptical shall be made or supervised by the Cemetery.
- D. URN CONTAINERS: All urns being buried in the earth of a grave space shall be required to be place in an Urn container. Urns placed in a Columbarium, Niche, Mausoleum, or any combination of these shall not be required to have an Urn container, as long as the Urn is made of any enduring material, other than cardboard, such as, but not limited to, concrete, bronze, copper, polypropylene, or steel.
- E. CASKET STANDARDS: All earth Interments of a body shall require the use of a casket or alternative container for burial. Exceptions to this rule for religious reasons may be approved, in writing, by the cemetery management if consistent with our Green Burial Policy & Procedure.

MEMORIALS, MARKERS, AND UPRIGHT MONUMENTS

RULE 9 – MEMORIALS, MARKERS, AND UPRIGHT MONUMENTS

- A. FLUSH MEMORIAL AND MARKER: Only flush type bronze or granite (per the section requirements) Memorials may be used in grave spaces so designated for flush type Memorials in the Cemetery. The Cemetery reserves the right to the installation of all flat Memorials (see rule 12 – c). Any previously marked grave may have a second flush memorial installed by the cemetery providing it meets all memorial requirements. All second memorials shall be installed in the center of the grave/s.
- B. UPRIGHT MONUMENTS: Upright granite or upright bronze and granite monuments may be used only on grave space(s) or sections so designated for Upright Monuments. Monument Bench’s will be permitted in specified monument grave space(s) and by designated size. All bases (monument or bench) must be “rock pitch” sides

with a maximum of a two inch polished drop.

C. APPROVAL REQUIRED: Before selecting an Upright Monument, a person must verify with the Cemetery office that the Grave Space or Plot is designated for Upright Monuments. Standard sizes and designs for Memorials and Upright Monuments are on display in the Cemetery that have been approved by the Cemetery for use in the Cemetery. Memorials and Upright Monuments may be purchased from an outside or third party supplier as long as they meet the Cemetery specifications.

D. SIZE OF MONUMENTS, MEMORIALS AND MARKERS: These requirements are available at each Cemetery office with that location's specific requirements listed. 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 in most locations.

FLAT GRANITE

Minimum Individual - 24 x 12 x 4

Minimum Companion - 48 x 12

Vases are permitted in most locations.

MONUMENTS

Minimum Individual

1'8" x 2'2" x 0'8" Tablet / 2'10" x 1'2" 0'8" Base

Minimum Companion

3'0" x 2'2" x 0'8" Tablet / 4'0" x 1'2" x 0'8" Base

Maximum width for monument base not to exceed 85% total width of graves covered.

MONUMENT BENCHES –

- Must be installed on a monument grave or management approved neutral lot.
 - Must be installed on a full foundation.
 - Requires use of a standard 8" high, rock pitch base.
 - Total height must be a minimum of 24" high.
 - Requires a min. of 288 sq. inches of vertical contiguous frontal inscription area.
- Maximum width for monument bench base not to exceed 85% total width of graves covered.

MEMORIAL BENCHES –

- Must be installed management approved tree lot, neutral lot or

mausoleum lot.

- May be installed on a 4” concrete cap or granite base.
- 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., and Gorham Bronze Textron: on the effective date of these Rules & 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 is unacceptable. Each Memorial, Marker, or Upright Monument must be free from weakening defects and imperfections.
- 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. Granite Memorials may be used only in sections where flat granite is permitted. 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 installation any base that is chipped, cracked, broken, or in any other way damaged is not acceptable.
- I. All property must be paid 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. The Cemetery must receive authorization from the Burial Right Owner in writing prior to any installation of a Memorial or Upright Monument foundation by an outside dealer who is not a representative of, or employed by the Cemetery.

- B. FOUNDATIONS/ INSTALLATIONS: All foundations for any Memorial or Private Mausoleum Estate, wherever purchased, shall be laid by the Cemetery. Foundation charges and the charge for Memorial installation, done by the Cemetery, shall be as set from time to time by the Cemetery and shall be the same to all Lot Owners, regardless of where the Memorial is purchased. Typical weather conditions dictate cement foundations are usually formed & 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 his current Insurance coverage for the installer to legally conduct business at the Cemetery.
- D. IDENTIFICATION: For the 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 Burial Rights.
- H. UNPAID PROPERTY: Memorials, Markers, and Upright Monuments shall not be permitted on unpaid Burial Spaces. Memorials, Markers, and Upright Monuments shall not be dropped off on Cemetery property.
- I. SCHEDULE OF WORK: A minimum of 24 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 the outside contractor, outside installer, or such contractor or installer's agents. All installations shall be scheduled between 8:00 a.m. and 4:00 p.m. on Monday - Saturday.
- 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 line up according to section specifications.
- L. FILLING: Areas around the Memorial, Marker, or Upright Monument are to be filled in the topsoil or sand.
- M. GROUND CONDITIONS: Because ground conditions will vary based on the weather, vehicles are permitted off the Cemetery Grounds 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 Grounds 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 post marked within 5 working days after installation of the manner in which the installation is in error. Errors shall be corrected by the installing person 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 non-performance 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 Grounds or property owned by Owners of Burial Rights caused by their equipment or personnel. Any damage caused to the Cemetery property or property owned by Owners of Burial 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 inscriptions on any community Mausoleum building.
- R. PRIVATE MAUSOLEUM ESTATES: All Private Estate Mausoleums not purchased from WPCA, will be required to pay eight percent of the retail price to the WPCA perpetual care

fund to ensure the ongoing maintenance of the building. WPCA reserves the right to review the plans and specifications to approve the building construction and installation. WPCA reserves the exclusive right to install the foundation for the building, per the manufactures specifications, at the current Private Estate rate. WPCA also reserves the right to control all aspects of the building installation.

CONSUMER ASSURANCE OF BEAUTY AND TRANQUILITY

RULE 11 – CONDUCT OF PERSONS

- A. CONDUCT: It is the utmost importance that there should be strict observance of the proprieties between people in a place such as the Cemetery Grounds. All persons within the Cemetery should conduct themselves in a manner becoming of a resting place for the deceased.
- 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 within the Cemetery or its buildings unless accompanied by proper persons to take care of them or with special permission from the Cemetery.
- 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 on the Cemetery Grounds, except as may be used to attend funerals or in connection with business at the Cemetery Grounds.
- H. FIREARMS: Firearms are not permitted on the Cemetery Grounds 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 on the Cemetery Grounds, unless placed or authorized by 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 on the Cemetery Grounds.
- K. COMPLIANCE: It is the duty of the Cemetery to see that the by laws are complied with, that order is maintained, and that the best interests of the Owners of Burial 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 & 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. The owner will be responsible for their pets.
- N. FISHING, SWIMMING OR ICE SKATING is not permitted without having special written permission by cemetery management.

RULE 12: GENERAL DECORATING POLICY

MARCH 1ST – MARCH 14TH

All fresh cut flowers, artificial arrangements, and/or decorations, grave blankets, wreaths, personal, items, etc in the Cemetery will be removed and discarded by the Cemetery during this time period. (If you wish to keep any of these types of items, they must be picked up before February 28th)

March 15th–October 31st THE FOLLOWING POLICIES WILL APPLY

Monuments

Fresh cut or artificial decorations and fresh cut or artificial flowers, decorations, or personal items placed permanently or installed Cemetery approved vases are permitted during this time. Any arrangements will be removed by the Cemetery if they become unsightly or out of season. Artificial floral arrangements, decoration and personal items may not be

placed directly on the ground. Permanent or temporary vases will not be permitted on the ground, only on the base of the monument up off the ground. Shepherd hooks (and similar items) are not permitted during this period. Only landscaping by Cemetery personnel is permitted.

Flat Memorials

Fresh cut or artificial decorations and fresh cut or artificial flowers, decorations, or personal items are allowed to be placed in permanently installed Cemetery approved vases. Any fresh fresh-cut flowers, artificial floral arrangements, decoration, and/or personal item 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 landscaping installed by Cemetery personnel will be permitted. Only one vase per Memorial is permitted.

Exterior Crypts And Niches

Fresh cut or artificial decorations and fresh cut or artificial flowers, decorations, or personal items may be placed, provided they are in permanently installed Cemetery vases. Only one (1) permanently installed Cemetery approved vase is permitted per pair of Crypts. ALL fresh fresh-cut flowers, artificial floral arrangements, decoration, and/or personal item will be removed and discarded by the Cemetery if they become unsightly or out of season. All 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 placed directly on the ground will be removed and discarded by the Cemetery. Fresh cut flowers, floral arrangements, decorations, and/or personal items are not permitted to be attached in any manner to the Crypt/Niche fronts.

Interior Crypts And Niches

Only artificial flowers and floral arrangements, decorations, and/or personal items may be placed in a permanently installed Cemetery approved case. (Fresh cut recent funeral flowers will be permitted) potted plants are not permitted at anytime. Artificial floral arrangements, decorations and/or personal items in vases will be removed and discarded by the Cemetery if they become unsightly or out of season. Any and all decoration and/or personal items may not be attached in any manner to the Crypt/Niche fronts.

NOVEMBER 1st-NOVEMBER 14th

All fresh cut flowers, artificial arrangements, and/or decorations and/or personal items etc everywhere in the Cemetery will be removed and discarded by the Cemetery during this period. (Any items families wish to keep must be picked up before OCTOBER 31st) All vases will be

inverted.

NOVEMBER 15th-FEBRUARY 28th THE FOLLOWING POLICIES WILL APPLY:

Monuments

Saddle arrangements and decorations or personal items placed in permanently installed Cemetery approved vases are permitted. Grave blankets, etc and wreaths are also permitted. (However we recommend that permanent vases not be used during the winter months due to the possibility of damage caused by the freezing and cracking of the vases.)

Flat Memorials

All fresh cut flowers, artificial arrangements, and/or decorations and/or personal items may be placed directly on the ground. (We recommend that permanent vases not be used during the winter months due to the possibility of damage caused by the freezing and cracking of the vases.) Grave blanket, wreaths, etc. are permitted.

Exterior Crypts And Niches

Wreaths and other floral decorations and/or personal items are permitted to be placed on the ground. (We recommend that permanent vases not be used during the winter months due to the possibility of damage caused by the freezing and cracking of the vases.) Fresh-cut flowers, artificial floral arrangements, decorations and/or personal items may not be attached in any manner to the Crypt/Niche fronts.

Interior Crypts And Niches

Only artificial flowers and floral arrangements, decorations, and/or personal items may be placed in a permanently installed Cemetery approved vase. (Fresh cut recent funeral flowers will be permitted) potted plants are not permitted at anytime. Artificial floral arrangements, decorations and/or personal items may not be attached in any manner to the Crypt/ Niche fronts.

SPECIAL NOTICES/HOLIDAY EXCEPTION

EASTER, MOTHERS DAY, MEMORIAL DAY AND FATHERS 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 unless caused by Cemetery equipment.

CEMETERY NOT RESPONSIBLE: The Cemetery is not responsible for theft or damage to anything placed on Burial Spaces. The Cemetery and its agents shall have the authority to enter upon any Burial Space and remove any objectionable object or any structure that may have been placed there contrary to the regulations of said Cemetery. The Cemetery will take reasonable precautions to protect the Owners of Burial Rights from loss or damage, but it disclaims any responsibility for loss or damage whether the damage be direct or collateral, other than is provided in these Rules & Regulations, from causes beyond its reasonable control, including damages caused by the elements, an act of God, common enemy, thieves, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or any order of any military or civil authority.

NOT PERMITTED: 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 are 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, 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, except as provided for above. The Cemetery shall not be liable for the loss or destruction of such ornaments placed in an unauthorized manner.

EXCLUSIVE FINAL RIGHTS: The cemetery may remove any decoration deemed unsightly, at any time the cemetery deems appropriate. This includes monument saddles.

THESE RULES & REGULATIONS HAVE BEEN ADOPTED BY
WASHINGTON PARK CEMETERY ASSOCIATION, INC. AND
APPROVED BY THE CEMETERY THIS 22nd DAY OF August, 2003.

THESE RULES & REGULATIONS HAVE BEEN REVISED BY
WASHINGTON PARK CEMETERY ASSOCIATION, INC. AND
APPROVED BY THE CEMETERY THIS 16th DAY OF OCTOBER 2008.

