

**RULES AND REGULATIONS
OF
MAIZE PARK CEMETERY DISTRICT**

For the mutual protection of every plot purchaser in the Maize Park Cemetery, the following rules and regulations are hereby adopted. All property owners and persons within the cemetery, and all plots sold, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by the Cemetery Board. Reference to these rules and regulations in the contract, deed, or certificate of ownership to plots shall have the same force and effect as if set forth in full therein.

These rules and regulations are designed for the protection of owners of burial property as a group.

They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. **Their enforcement will help protect the cemetery, create and preserve its beauty.**

The Maize Park Cemetery Board has charge of the cemetery and is authorized to enforce all rules and regulations as adopted. The rules and regulations shall be on file with the officers of the cemetery.

DEFINITIONS

- A. Cemetery – means the burial park for earth interments;
- B. Plot – means space in the cemetery used, or intended to be used, for the interment of human remains;
- C. Lot – means same as Plot;
- D. Grave – means a space of ground in the cemetery used, or intended to be used, for burial;
- E. Space – means the space on a lot for the interment of one human remains;
- F. Vault – means a permanent outside container, without hinges, of grade better than a box and is sealed;
- G. Interment – means the disposition of human remain by earth burial or cremation;
- H. Inurnment – means placing cremated remains in an urn and placing the urn in the ground;
- I. Memorial – means a marker or monument, name plate for the purpose of identification or in memory of the interred;
- J. Monument – means a memorial of granite placed on a lot that extends above the surface of the lawn and has a concrete base;
- K. Marker – means a memorial of granite and/or bronze placed on a space that is flush with the lawn,
- L. Burial or Buried – means interment;
- M. Board – means the Maize Park Cemetery Board and/or the management;
- N. Designee – means an agent acting in behalf of the Board;
- O. Box – means a grave liner or permanent outside container, consisting of one piece box, and one piece lid which is not sealed;

- P. Cremation – means the technical heating process that reduces human remains to bone fragments, which occurs through heat and evaporation.

BURIALS AND REMOVALS

Subject To Laws:

Besides being subject to these rules and regulations, all burials and removals are made subject to the orders and laws of the properly constituted authorities of the city, county, and state.

Identity:

The Board assumes no duty of identification of the remains of the deceased, and has no knowledge that the remains interred are that of the person shown on the Interment Order on file with the cemetery.

Time and Charges:

All burials and removals must be made at the time and in the manner and subject to the payment of such charges as fixed by the Board. All charges shall be paid in full prior to the time of the service, or satisfactory payment arrangements with the Board or its designee. Any service scheduled on a Saturday will have an additional charge as set forth on the fee schedule set by the Board.

Holidays:

No interments, removals or committal service shall be permitted on Sunday or on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day.

Notice:

A Two (2) day notice, excluding Sundays and Holidays, must be given to the Board or its designee before any installation, burial or interment. The Board is authorized to refuse burial. Interment on installation work on any lot against which there is an unpaid balance.

No disinterment or removal shall be made except by the Board, upon written request of the next of kin prior to the time of removal. At least one (1) weeks' notice shall be given prior to any removal. The removal will be made at the convenience of the Board. The Board retains the right to defer an installation, burial or removal until a more expedient time for any reason.

Outside Container:

All Burials shall be made in an outside container consisting of either a box or vault, without hinges, of type, quality, and construction approved by the Board or its designee. The use of wooden boxes and sectional boxes shall not be permitted. All boxes and vaults are to be placed and/or serviced by an approved contractor. No person, firm, or corporation, other than recognized approved contractors shall be permitted to install outside containers in the cemetery. The Board assumes no liability in the placement or handling of boxes or vaults placed by an approved contractor.

All remains of human bodies shall be buried with a permanent outside encasement. No remains shall be allowed to be scattered.

Location of Interment Space:

When instructions from the lot owner regarding the location of an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the Board may, at its discretion, open it in such location in the lot as it deems best and proper, so as not to delay the funeral; and the Board shall not be liable in the damages for any error so made.

The Board shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size, and location in the lot where interment is desired.

Substitution in the Event of Size:

Spaces are lined out, designed, and constructed based upon recognized industry standards. In the event, because of an oversized or overweight deceased person, or because of disfigurement, such human remains cannot be interred within the confines of such standard spaces, then the Board reserved the right to relocate the human remains. If an additional space is needed, payment for the space must be paid for in advance of interment.

Delays in Interment Caused by Protest:

The Board shall be in no way liable for any delay in the burial of a body where a protest to the burial has been made, or where the rules and regulations have not been complied with. The Board reserves the right, under such circumstances, to place the embalmed body in a receiving vault of an authorized company or funeral home, until the full rights have been determined. Protest must be presented in writing and filed with the Board or its designee.

No burial shall be permitted or memorial placed in or on any property not fully paid for.

Burial of More Than One Body:

Not more than one vault and/or two cremations, shall be buried in one grave site. No more than a single marker shall be placed on the grave site listing all names and dates.

No Liability for Damage if Removal is Deemed Necessary:

Should the outside container be found to be unstable or if the outside container is damaged during the process of removal, the family will be required to purchase a new outside container of at least minimum standards in order to complete the re-interment.

The cemetery shall not be liable for damage to any casket, burial case, or urn occurring during the removal thereof.

Payment of Service Charges:

The charges for the cemetery interment must be paid at the time of the issuance of the order of burial or removal, unless payment arrangements are made in writing with the Board or its designee prior to the service. Arrangements for the payment of any and all indebtedness due the cemetery must be made before interment.

TRANSFER OR ASSIGNMENTS

Consent of the Board or its Designee:

No transfer or assignment of any space or lot shall be valid until the consent of the Board or its designee has been endorsed and the same has been recorded in the books of the cemetery. The Board or its designee may refuse to consent to a transfer if there is any indebtedness due the cemetery.

Transfer Charges:

The Board may fix a charge for all transfers of burial property. No transfers of burial property shall be complete or effective until all charges are paid.

CONTROL OF WORK BY THE CEMETERY

Work to be done by the Cemetery:

All grading, landscape work and improvements of any kind, and all care on lots, shall be done and all trees, shrubs, and ground cover of any kind shall be planted, trimmed, cut, or removed only by the Board or its designee. The Board may by contract approve the grounds work being performed by an approved contractor, which work shall be supervised by the Board or its designee.

The Board shall Control Improvements:

All improvements or alternations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction, and approval of the Board or its designee; and should they be made without written consent, the Board or its designee shall have the right to remove, alter, or change such improvements.

The Board or its designee reserves the right to remove from any lot, anything that it deems unsightly, or conflicts with the Rules and Regulations, or general beauty of the cemetery. If any tree, shrub, or plant standing upon any lot becomes detrimental to adjacent lots, or avenues, or if for any other reason its removal is deemed necessary, the Board shall have the right to remove such tree, shrub, or plant as in their judgment seems best, without any notice to any interested party.

DECORATION

Floral Regulations:

The Board or its designee shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or ground cover of any kind from the cemetery as soon as, in the judgment of the Board or its designee, such ground cover becomes unsightly, dangerous, detrimental or diseased, or when it does not conform to the standards maintained. The board or its designee shall not be responsible for plants of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control.

Memorial Ornaments:

The placing of boxes, shells, toys, ornaments, small statues, vases, glass, wood, or iron cases, shall be permitted, only when approved by the Board or its designee and only when placed on the concrete collar around the monument. Chairs, settees and Shepard's Hooks shall not be allowed, and if so placed, may be removed. The cemetery shall not be responsible for any damage thereto.

Nursery Plantings:

No planting of any trees, shrubs, flowers or flower bulbs will be allowed in the cemetery by anyone other than the Board or its designee.

Special Occasion Decorations:

Memorial Day flowers and artificial arrangements or for any other special occasion may remain on grave sites until the Monday following Memorial Day or one week after other special occasions. Clean-up/maintenance will begin the following Tuesday.

Artificial arrangements and/or decorations may be placed at the front of or the back of a memorial marker or head stone for special occasions. If the quantity of arrangements or decorations becomes difficult to maintain or becomes unsightly then it shall be the Boards or its designee's discretion to remove portions or all of the said arrangements and/or decorations without notice.

IMPROPRIETIES

It is of the utmost importance that there should be strict observance of all of the properties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the Board or its designee shall have power to prevent improper assemblages.

No person shall be permitted to loitering the cemetery, or to have refreshments within the cemetery unless as authorized by the Board or its designee. The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited.

PROTECTION AGAINST LOSS OR DAMAGE

The Board or its designee shall have no liability for loss or damage and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, including the loss of human under any circumstances.

CHANGE OF LOT OWNERS

It shall be the duty of the lot owner to notify the cemetery of any change in post office address. Notice sent to a lot owner at the last address on file shall be considered sufficient and proper legal notification.

RECORD OF PURCHASER

A permanent record shall be kept by the cemetery showing the name of each plot purchaser. Deeds shall be issued, but not recorded with the Registrar of Deeds.

CEMETERY MEMORIAL REGULATIONS

For the protection of all lot owners, the granite, quality, size, finish, and engraving of all memorials must be approved by the Board or its designee before any work is commenced. All memorials must meet and conform to the specifications of the particular section where it is to be installed. Any proposed memorial that the Board or its designee proves to be detrimental to the appearance of the section will not be permitted; however, the lot owner will be advised of the necessary changes needed for conforming to the regulations.

Retail Dealers:

Retail dealers, to secure approval of the cemetery, must agree to use only good grade stone from producers approved by the Board or its designee and must guarantee the memorial to be executed in first grade workmanship. If there are no living descendants to care for memorials, the cemetery may replace or repair as deemed necessary.

Letter cutters, persons, or firms who engage in the business of cleaning monuments shall secure written authorization from the Board or its designee before any work in the cemetery is commenced and must provide proof of insurance. In order to secure authorization it shall be necessary for the person or firm to submit satisfactory evidence of their ability and skill to perform the work for which they have been engaged.

Memorial dealers shall abide by all rules of the cemetery. The authorization of any producer, retail dealer, cutter or cleaner who violates the rules of the cemetery may be revoked by the Board or its designee.

Monuments and Markers:

The cemetery will exercise reasonable care to protect raised lettering, carving or ornaments or any memorials, or other structures, on any lot. The cemetery shall not be responsible for any damage or injury thereto.

No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot; and no walks of brick, chert, cinders, tiles, stone, marble, terra-cotta, sand, cement, gravel, or wood shall be allowed on any lot. The Board reserves the right to remove the same if so erected, planted or placed.

Design and Finish:

Memorial dealers shall be required to furnish the cemetery, for approval, a blue print or sketch of the proposed memorial or marker, specifying size, location in lot, inscription, and quality of stone.

The Board or its designee shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind, or quality or stone is unsuited to the lot on which it is to be placed, or contrary to the rules and regulations.

The name or inscription on each monument or marker must correspond with the name and record of the cemetery and no changes shall be made thereon except upon request of the proper parties and by permission of the Board or its designee.

Materials:

All memorials and markers shall be constructed of granite or bronze at a height not to exceed 30 inches. No marble, sandstone or limestone or stone of any description shall be permitted. The use of bronze is approved for statuary and vases; also for tablets when attached to monuments or markers of natural stone or to a concrete base of the same size of the bronze tablet.

Memorial Installation:

No person, firm or corporation, other than recognized and approved monument dealers, shall be permitted to install markers or monuments in the cemetery without prior authorization. Before any work is done on any marker, monument or lot by any person other than cemetery personnel, written authorization shall be obtained from the Board or its designee. No marker, monument or foundation shall be installed without proof of insurance and without written authorization from the Board or its designee.

The cemetery shall charge for installation and care, these charges may be changed from time to time. Any recognized monument dealer approved by the cemetery may enter on any section, lot, or space for the purpose of installation of markers, monuments and their foundations. To insure compliance with these rules and regulations the approved contractor shall obtain authorization from the Board or its designee for such purpose.

Markers and monuments and their foundations shall be installed at such times as the Board may permit dependent upon committal services and the maintenance activities of the cemetery. The approved contractor shall contact the cemetery office at least forty-eight (48) hours prior to installation work to arrange for location and staking. Finally the approved contractor shall contact the Board or its designee not more than twenty-four (24) hours prior to installation to confirm that no funeral or maintenance activity conflicts with the installation.

An approved contractor shall provide appropriate guarantees, insurance and hold harmless agreements to the cemetery to insure that the cemetery grounds are not injured by the installation, that all excess materials, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored; and to insure that the marker or monument was not damaged in installation. Upon completion, the Board or its designee shall inspect the work done, and shall, if necessary, require the work to be corrected. In the event the work is not corrected the Board or its designee shall do whatever necessary to correct the work and restore the cemetery premises to the condition prior to installation, and shall charge back against said approved contractor the costs of correctional restoration. Any balance owed by said approved contractor shall be remitted within thirty (30) days of receipt of the itemized statement.

Any approved contractor who refuses or fails to comply with these rules and regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is affected.

Letter Cutters:

Letter cutters shall also be required to comply with notice; insurance provisions similar to those approved to install memorials in the cemetery and shall provide appropriate guarantees and hold harmless agreements to the cemetery. Any letter cutter who refuses to comply with these rules and regulations shall not be given the privilege to enter on the cemetery grounds for inscription purposes until compliance is affected.

Errors in Placing of Memorial:

The Board or its designee reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.

Miscellaneous:

Should any memorial become unsightly, dilapidated, or a menace to visitors, the Board or its designee shall have the right either to correct the condition or to remove the same, at the expense of the lot owner.

No monument or marker shall be removed from the cemetery, except by the Board or its designee, unless the written order of the owner and permission is granted by the Board or its designee.

MODIFICATION AND AMENDMENTS

Exceptions and Modifications:

No waiver of any violation of these rules and regulations shall operate as a waiver of any subsequent violation of the same rule or regulation or as a waiver of any other rule or regulation, or the violation thereof.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Board or its designee therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of these temporary exceptions, suspension or modification shall in no way be construed as affecting the general application of such rules.

Amendments:

The Board may, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter or repeal any rule, regulation, article, section, paragraph, or sentence in these rules and regulations.

Adopted and approved by the Board of Directors of the Maize Park Cemetery District this 18th day of December 2017.



Karen Fitzmier, Chairperson

Attest:



Donna Clasen, Vice-chairperson

