

Earlham Cemetery, Inc.

General Rules and Regulations

Purpose

Every deed issued for the burial rights purchased in Earlham Cemetery Inc. and Glen Haven Memorial Gardens, contains a provision that the grantee takes title subject to the rules and regulations then in force and which may be made in the future. These regulations are as binding upon the purchaser and successors in interest, as though they were incorporated in the deed.

No rule or regulation has been made or will be made which is not designed to be of benefit to the owners collectively. Experience has shown that the adoption and enforcement of the rules and regulations are necessary to secure uniformity, protect the interest of the owners and to preserve the beauty of the cemetery. All persons are required to obey the rules and regulations and are requested to report any infractions.

Lot owners are given all the privileges consistent with the general plan.

General Supervision of Cemetery

Section 1. The Cemetery reserves the right to refuse admission to anyone not a lot owner, and to refuse the use of any of the Cemetery facilities to any person, excepting a person acting within the rights of lot owners.

Section 2. All funerals upon reaching the Cemetery, shall be under the supervision of the Cemetery.

Section 3. All human remains must be accompanied by an original Indiana Burial Permit. No remains will be accepted for interment, nor any interment take place without this permit.

Section 4. Casket Not To Be Disturbed. Once a casket containing a body is within the confines of the Cemetery, no one shall be permitted to open the casket or touch the body without the consent of the Funeral Director.

Section 5 Not Responsible For Identity. Earlham Cemetery shall not be liable for the interment permit nor for the identity of the person sought to be interred.

Section 6. No inurnment, entombment, interment, disinurnment, disentombment, or disinterment will be made on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, except cases where it is ordered by the Public Health Commissioner of the City of Richmond, by proper authority, or cemetery management.

Section 7. The Cemetery reserves the right to correct any error that may occur in the description or transfer of any rights in any space in the cemetery either by cancellation of such transfer and the substitution therefore of rights in other cemetery space of equal value and similar nature and locations as may be selected by the Cemetery or in the sole dis-

cretion of the Cemetery by a refund of money to the purchaser. In the event any remains are interred, entombed or inurned in other than the space in which said remains should have been interred, entombed or inurned, whether through fault of the Cemetery or otherwise, the Cemetery shall have the right to remove and transfer such remains to the space in which they should have been placed.

The Cemetery shall also have the right to correct any error that may have been made in any inscription, name or date on any memorial or on any container for cremated remains without other liability.

Interments and Disinterments

Section 1. All interments, disinterments, or removals must be made at a time and in a manner approved by the Cemetery and upon payment of such charges as shall be fixed by the Cemetery.

Section 2. All interments and disinterments must be made subject to the rules and regulations of the Cemetery and to all state and local laws, ordinances and regulations.

Section 3. Sales of cemetery lots by the owners will not be permitted until recorded by cemetery personnel. All transfers of ownership will be subject to an appropriate service charge.

Section 4. The right is reserved by the Cemetery to require at least 24 standard working hours notice prior to any disinterment or removal.

Section 5. The Cemetery reserves the right to refuse interment, and to refuse to open any burial space for any purpose, except on WRITTEN APPLICATION by a lot owner of record or their authorized representative prepared on forms provided by the Cemetery and duly filed in the Cemetery office.

Section 6. In case of the owner's death the right of the surviving spouse and next of kin will be recognized in accordance with the laws of the State of Indiana insofar as it is able to ascertain who such parties are, but the Cemetery will not be responsible for any errors which may be committed due to lack of accurate information.

In the absence of written direction by the lot owner or provision contained in a will, the following will be recognized as having the rights to designate interments therein:

(a) The original purchaser may at any time designate those persons entitled to be interred in the lot which may be recorded on the books of the Cemetery and which will be recognized by the Cemetery, subject to right of interment upon the part of the surviving spouse;

(b) If no such designation is made, the surviving spouse shall have the first right;

(c) Where there is no surviving spouse, the heirs of the purchaser may, by an agreement in writing, determine who among them shall have the right of interment;

(d) In the event such original purchaser, or their heirs, shall not have arranged for future interments, then the direct lineal heirs of such purchaser or his or her spouse shall, in the order of their death, be entitled to interment thereon until the lot shall be filled;

(e) In case there are no lineal heirs, then the nearest of kin to the owner and their respective spouses shall have the right to interment in the order of their need;

The Cemetery recommends that lot owners make mention of their lots in their wills and direct who shall receive title thereto or who shall be interred therein;

The Cemetery shall have the right to assume at all times that the lot owner intended to retain himself or herself their lot for the interment of himself or herself and members of his or her family and their spouses. The Cemetery will permit the interment of members of his or her family and their spouses at the request of any interested persons upon determination of eligibility for burial;

When interment is to be made in a lot where the joint owners are living, the Cemetery shall have the right to recognize the order of either owner; Any laws of the State of Indiana in conflict with the above provisions shall control.

Section 7. The entire sub-terrain of the Cemetery will be underlaid with caskets; therefore, no interment shall be made without a burial container or vault that is acceptable to the Cemetery and that in its judgement properly supports the subterrain.

Section 8. When instructions received from a lot owner or from his legal representative regarding the location in a lot of an interment space are indefinite, or when for any reason the interment space cannot be opened where specified, the Cemetery may, at its discretion, open such other location in the lot as is deemed best and proper to avoid delaying the interment service; and the Cemetery shall not be liable for such action or for any error that might develop therefrom.

Section 9. The Cemetery shall not be held responsible for the execution of any order given by telephone or for any error occurring from the lack of the receipt of precise and proper instructions pertaining to the funeral service or interment.

Section 10. The Cemetery reserves, and shall have, the right to correct without liability, any errors that may be inadvertently made by it, either in making interments, disinterments or removals or in substitute and convey in lieu thereof other interment property of similar nature and location insofar as is possible, or as may be selected by the Cemetery, or in the sole discretion of the Cemetery, to refund the amount of money paid on account of its purchase. In the event such error is in respect to the interment of the remains of a deceased person in such property, the Cemetery reserves the right to remove or transfer such remains so interred to such other property of similar nature and location as it may select.

Section 11. The Cemetery shall not be liable for any delay in the interment of the body of a deceased person caused by reason of a protest to the interment of such body, or the violation of the Rules and Regulations of the Cemetery. In the event of said delay, Cemetery reserves the right to place such body in its temporary receiving vaults until the rights of the parties involved have been determined.

Section 12. No interment shall be permitted in any lot until such lot is fully paid for, except as may be provided in the Sales Agreement.

Section 13. In making disinterments, the Cemetery will exercise reasonable care, but it shall not be liable for any injury to casket or vault.

Section 14. All graves in any of Earlham's cemeteries shall be opened and closed by the employees of Earlham Cemetery. Graves will not be mounded but will be made level with the surrounding ground.

Section 15. The Cemetery may refuse any disinterment without the consent in writing of the surviving spouse or next of kin of the person whose body is to be disinterred or removed, together with the written authorization from the owner of the lot or his legal representative or by court order.

Section 16. The Cemetery shall not be responsible in case of disinterment or removal where it acts upon the written order of authorized persons. The Cemetery shall have the right to refuse to permit disinterment while the payments for the Cemetery lot are in default. Cemetery shall have the right to refuse disinterment unless the requesting party agrees to hold the Cemetery harmless by proper indemnification agreement.

Work Done In The Cemetery

Section 1. All gardening, landscape work, improvements and all care of lots, planting, trimming, cutting, and removing of trees and shrubs, all grave openings and closings shall be done by the Cemetery.

Section 2. No casket carrier, lowering device, grass covering, vault carrier, vault placer or other equipment of any kind except that furnished by the Cemetery will be permitted, unless agreed to by Cemetery management.

Section 3. All memorial foundation and installation work will be performed by Earlham Cemetery employees or by approved memorialist working under the supervision of Earlham Cemetery officials in accordance with procedures, specifications and the rules and regulations of the Cemetery.

Rights of Ingress and Egress

Section 1. The Cemetery shall have a right of ingress and egress at all times to any part of the property of the Cemetery for the purpose of laying water lines, drainage, irrigation and all work of construction in the development and maintenance of the Cemetery. Lot owners shall have the right of ingress and egress to reach their lots.

Responsibility of Earlham Cemetery

Section 1. Earlham Cemetery is not responsible for damage to monuments and headstones or other decorations, permitted or not permitted, as a result of strikes, vandalism, theft, storm or other "acts of God", riots, insurrection, common enemy, pesticide use, or unavoidable accidents

due to normal cemetery maintenance and interment activities, or due to other sources. Monuments, headstones and other decorations remain the property of the owner and his family and are placed on lots at the risk of the owner. Damage to lots, walks, roads, trees, shrubs, cement urns, granite benches, or other property caused by dealers, contractors, or their agents shall be repaired at the expense of such dealers, contractors, or their respective agents.

Section 2. No animals will be allowed in the Cemetery at any time. No horseback riding, dog-walking, etc.

Section 3. No bicycles allowed in the Cemetery.

Section 4. No vehicles allowed on the grass in the sections, unless authorized by Cemetery personnel. No driving or parking on the grass at any time.

Section 5. Persons with firearms (other than law enforcement officials) will have permission to enter the Cemetery, only when participating in military funerals or exercises.

Section 6. Alcoholic beverages are not permitted on the Cemetery grounds.

Section 7. Children under twelve years of age must be accompanied by an adult who is responsible for their conduct.

Exceptions and Modifications

Section 1. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery therefore reserves the right without notice to make exceptions, substitutions or modifications in any of these rules and regulations when in its judgement it appears advisable and suspension or modification shall in no way be considered as affecting the general application of such rule.

Section 2. The Cemetery shall incur no liability whatsoever except for its willful misconduct.

Section 3. The Cemetery reserves the right to plat and replat unsold lots, remove and change the location of roads, paths and walks and to make such other changes or alterations as it deems necessary or advisable and to correct errors in locations and descriptions in contracts, deeds and interments without incurring any obligation to or securing the consent of lot owners.

Section 4. These rules and regulations may be changed or modified at any time as occasion may require, without notice by the Cemetery to lot owners.

Endowment Care Fund

Section 1. Indiana Cemetery Law requires 15% of the purchase price of a cemetery lot to be placed into an irrevocable trust fund to assist in the care of any cemetery lot purchased after March 1, 1938. In order to build this fund, Earlham Cemetery places 20% of the purchase price in trust.

The Cemetery is also obligated by law to place in said fund eight percent (8%) of the sales price of a mausoleum crypt or niche; however, Earlham Cemetery is presently placing ten percent (10%) in said fund. The income of this fund is used for the general mowing and care of the Cem-

etry. Endowment Care is not to be construed as meaning care, repair or replacement of monuments, markers, vases, urns, decorations or like items.

Private Mausoleum

Section 1. Before a private mausoleum is erected, a trust fund must be established to provide for the future care of such structure and its surroundings, in an amount that is judged sufficient by the Cemetery. No private mausoleum structure may be erected which occupies more than 25% of the entire lot area.

Voluntary Trust Accounts

Section 1. Parties that establish Voluntary Trust Accounts with Earlham Cemetery for the performance of functions or services are assured that such function or service shall be performed to the extent that income from said account permits. Earlham Cemetery does not accept responsibility for such service, be it for lot, marker, monument, mausoleum, chapel, embellishment, decoration, flowers, fixtures or furnishings of any description, where there is insufficient Trust Income to provide the same.

Earlham Cemetery, Inc. hereby expressly reserves the right to adopt additional Rules and Regulations or to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence in these Rules and Regulations, at any time, and without notice.