

Rules and Regulations of Greenlawn Cemetery Association

Tiffin, OH

As revised and adopted by the Board of Directors, March 9, 2010

Article I

Organization and Control

Greenlawn Cemetery Association was organized July 18, 1860 by a number of prominent citizens who foresaw the necessity of a community cemetery for Tiffin and its environs.

Located on the Coe Road intersection by Greenlawn Drive, Tiffin's memorial park is a fine example of natural and planned landscaping. Its winding drives over low hills, abundant shade, restful verdure and modern conveniences bespeaks eloquently the founders' sagacity both in location and in the anticipation of future development.

Greenlawn Cemetery Association, Inc. (the "Association") is chartered under the laws of the State of Ohio. It is strictly a non-profit organization and is mutual in its membership. Thus having to pay no dividend to stockholders, the Association, besides making extensive improvements, has acquired much additional land for future expansion.

Any owner of one or more graves in Greenlawn Cemetery (the "Cemetery") becomes an active member of the Association. Each owner shall have one vote in the affairs of the Association at all times, and it is his or her duty to be present at each and every annual meeting and to take part in the discussions of such matters as tend toward the improvement and betterment of the Cemetery.

The Association meets annually on the second Tuesday in May, at such a place as the Secretary of the Association may indicate in advertisement appearing in advance of the meeting date in a local news publication.

In the annual meeting, the Association discusses such matters as may be brought up in the form of new or unfinished business, and it hears and acts upon the report as to the general condition of the Cemetery, and hears and acts upon the financial report of the Treasurer of the Association. The meeting then proceeds to the election of three (3) members of the Board of Directors of the Association (the "Board"), replacing those Directors whose terms expire. The Board consists of nine (9) representative citizens, three of whom are elected each year for a three-year term.

The Board, including its three (3) newly elected members, meets immediately after the annual meeting in executive session for the purpose of electing a president, a vice-president, a secretary, and a treasurer, each of whom will serve in his or her respective office until the next annual meeting.

The President of the Board is the executive officer of the Association. He or she directs such matters and makes such decisions as do not require action by the Board.

Article II

Platting, Grading and Seeding

A. The Association reserves the right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or the sections thereof.

B. Absolutely no work is to be performed within the Cemetery without prior approval of the Board.

C. The Association reserves the right to place any restrictions on the care and use of the Cemetery as it deems necessary or appropriate.

**Article III
Grave Purchase, Ownership and Control**

A. Graves in various locations are offered for sale in the Cemetery. The price of these graves may be ascertained by contacting the Association office.

B. Any person desiring to become a grave owner in the Cemetery may do so at any time by contacting the cemetery office and taking the following steps:

1. Selecting a suitable grave;
2. Signing a Purchase Agreement in form provided by the Association (a "Purchase Agreement");
3. Completing the purchase of the grave pursuant to the terms of the Purchase Agreement;

C. No burial may take place in a grave and no improvement on a grave such as a marker or monument may be erected on a grave until payment for such grave is received by the Association in full.

**Article IV
Certificates of Ownership and Transfers**

Internment Rights Certificates of Ownership are in fact only easements whereby the purchaser is given the right of sepulture in some definite plot of ground, subject to such rules and regulations as may be promulgated by the governing body from time to time.

A. Upon receipt of full payment from the purchaser for a grave pursuant to the applicable Purchase Agreement, the Association will issue an Internment Rights Certificate of Ownership for such grave at which point the purchaser will receive rights of sepulture as described herein (the "Internment Rights"). Upon such issuance, the purchaser becomes a member of the Association with all of the rights pertaining thereto, as described in Article I hereof.

B. In the event of the loss of an Internment Rights Certificate of Ownership, a replacement certificate will be issued only upon the execution of an Affidavit of Loss by the grave owner, which affidavit must be consistent with the ownership records of the Association.

C. Any grave owner or owners wishing to transfer, sell, and/or convey Internment Rights in any grave may do so by executing an "Interment Rights Transfer Agreement," in form provided by the Association. Upon the valid execution of an Interment Rights Transfer Agreement, including the express, written consent of the Board to such transfer, and the full payment of any applicable Transfer Fee(s) (as defined below), the transferor(s) shall submit the current Internment Rights Certificate of Ownership to the Association, and the Association shall issue a new Internment Rights Certificate of Ownership to the transferee(s). Upon the issuance of such new Internment Rights Certificate of Ownership, the rights of the transferor to the transferred Internment Rights shall cease, and the

transferee shall be entitled to all such rights, as specified in the Internment Rights Certificate of Ownership.

D. No transfer of any grave shall be valid until a transfer fee for each grave transferred (the "Transfer Fee") shall be paid in full to the Association. The amount of the Transfer Fee shall be determined by the Board from time to time and is subject to change at the Board's sole discretion.

E. Upon the death of a grave owner, the ownership of any grave owned by such decedent that is not used for the interment of the remains of such decedent shall pass according to the laws of the State of Ohio, which provide in part as follows:

1. If a grave is owned by more than one person as joint tenants with the right of survivorship, upon the death of one of the joint tenants, the ownership of the remaining grave shall pass immediately to the surviving joint tenant(s).
2. If the deceased grave owner's Last Will and Testament includes a specific devise of the remaining grave, the ownership of such grave shall pass pursuant to such specific devise.
3. If the deceased grave owner's Last Will and Testament does not include a specific devise of the remaining grave, the ownership of such grave shall pass to such persons then living, as tenants in common, as would take the decedent's personal property under the Ohio Statute of Descent and Distribution then in force if the decedent died intestate at that time domiciled in Ohio.

Any devise of a grave, whether by specific devise or otherwise, shall be considered a transfer under these rules. Consequently, no devisee shall have Internment Rights in such grave until the Board has approved such transfer pursuant to Article IV, Paragraph C hereof and until the Transfer Fee for such grave has been paid to the Association pursuant to Article IV, Paragraph D hereof.

F. Upon the divorce of spouses who own one or more graves as joint tenants with rights of survivorship, the Association will automatically transfer one-half (1/2) of such jointly owned graves to each spouse. In the event the divorcing parties own an odd number of graves, one grave shall be awarded by random lot with the remaining graves divided equally. Provided, however, that any agreement among the divorcing parties as to ownership of the grave(s) shall in all cases control.

Article V Payment of Purchase Price

A. Unless otherwise indicated in the Purchase Agreement, the full purchase price of a grave shall be due at the time the Purchase Agreement is executed.

B. If so indicated on the Purchase Agreement and as more specifically described in the Purchase Agreement, the purchase price of a grave may be paid in within six (6) months of the date on which the Purchase Agreement was executed. If, at the end of such six-month period, the full purchase price is not paid, the Association shall have the option, at its sole and uncontrolled discretion, of extending the time allowed for payment or cancelling the Purchase Agreement. If the Purchase Agreement is

cancelled, any amounts already paid toward the purchase price shall be considered forfeited to the Association.

**Article VI
Who May Be Buried in Greenlawn**

A. For any grave which is owned by a single person, such single owner shall have the unqualified right to determine who shall be buried in such grave, subject to Article VIII hereof.

B. For any grave which is co-owned by more than one person, the first co-owner to die shall have the right to be interred in such grave, which right may be disclaimed by the decedent's estate. If the right is disclaimed, then the decedent's ownership interest in the grave shall pass pursuant to Article IV, Paragraph E of these rules.

**Article VII
Perpetual Care, Special Care and Gifts**

A. The term "perpetual care" involves only the cutting of grass, raking and cleaning of lots, clipping about markers and monuments and trimming such shrubs or trees as have been planted under the general cemetery program of landscaping.

B. The term "perpetual care" must not be construed as involving the maintenance, repair or replacement of markers or monuments, the replacing or trimming of shrubbery planted by the grave owners' or their families, the repair of urns or vases, the repair or replacement of any bronze, stone, concrete or masonry material damaged by the elements, an act of God, common enemy, vandals, strikers, explosions, unavoidable accidents, invasion, riots, or by the order of any military or civil authority whether the damage be either direct or collateral.

**Article VIII
Interments, Disinterments and Removals**

A. All interments and disinterments are subject to the laws of the properly constituted authorities of Seneca County and the State of Ohio.

B. All interment orders must be in the hands of the Board not less than forty-eight (48) hours prior to such interment, except for religious reasons.

C. No interments or disinterments shall be permitted on Sunday or any legal holiday except in the case of contagious disease deaths. An additional charge applies to cover extra labor costs.

D. No interment shall be permitted unless the casket is placed either in a steel, masonry, or concrete vault, or a slate or concrete slab box.

E. Not more than one human body or the remains of more than one human body shall be interred in a single grave; provided, however, that an infant of less than two years of age may be placed in the

same casket as its mother or father; provided further, that upon notification to the Board, two human bodies may be interred in a single grave provided both of the bodies have been cremated, or one is a conventional burial and the second a cremation burial; provided, further, additional exceptions may be made to these rules with the express, written consent of the Board.

F. No interment shall be permitted until a valid Internment Rights Certificate of Ownership is provided to the Association, demonstrating that the decedent may properly be buried in the claimed grave.

G. An interment fee (determined by the type of burial) shall be paid to the Association for each decedent interred, prior to such interment. Such fee shall be in addition to any other fees for funerary services rendered. The amount of the opening fee shall be determined by the Board from time to time and is subject to change at the Board's sole discretion.

H. Removals or disinterments can be ordered only by the surviving spouse of the decedent or by court order. If the spouse of the decedent is also deceased, then removals or disinterments can only be ordered by the next of kin of the decedent, or by court order. Next of kin shall refer to such persons then living as would take the decedent's personal property under the Ohio Statute of Descent and Distribution then in force if the decedent died intestate at that time domiciled in Ohio.

I. The removal of the body of the original grave owner after his or her death is not permitted by Ohio Cemetery Law except to a larger or more valuable lot.

J. In the case of interment, disinterment or removal, the Association's employees shall exercise reasonable care in handling caskets or vaults. However, the Association shall not be responsible for any damages incurred by so doing.

K. Upon entering the cemetery gates, the funeral cortege is in the charge of the cemetery staff, and the orders of the staff must be followed by the funeral director. No funeral director, or his or her assistant, employee or agent, shall be permitted to open the casket or to touch the remains of the decedent without the consent of the legal representative of the decedent or without a court order.

Article IX Monuments, Markers and Memorials

Any person contemplating the erection of a monument, marker or memorial should first consult the Board so that stones appropriate in sign and design can be selected for the proposed location. The following restrictions and guidelines apply to the placement in the Cemetery of any monuments, markers or memorials.

A. On a single grave in Section 56 of the Cemetery, no marker is to exceed more than eight (8) inches in total granite height.

B. In Section 13, all markers, being made of bronze or granite, must be set flush with grade or ground level.

C. Monuments on a single grave cannot exceed forty-two (42) inches in length.

- D. Monuments for two (2) graves may not exceed nine (9) feet in length.
- E. With respect to concrete work done at a grave site:
1. Each monument or marker shall have a concrete base poured to a minimum depth of twenty-four (24) inches below grade.
 2. No concrete work is to be performed between November 30 and March 1.
 3. No pre-cast foundation will be allowed unless it is necessary for a second future interment. In that situation, the grave owner or the monument company will be required to post a payment to the Association for future work that will need to be done to create a proper foundation. Documentation of this payment is to be kept on file in the superintendent's office. The grave owner can delegate this work. A price schedule for the payment is on file at the cemetery office.
- F. No lawn crypts shall be allowed in the Cemetery
- G. The Board is empowered to prevent the erection of monuments or markers or other construction, at any time when wet ground conditions would lead to damage to drives or sod from trucks, as determined in the cemetery staff's sole discretion.
- H. Any person engaged in the work of erecting any structure, monument or marker in the Cemetery is prohibited from attaching ropes to monuments, trees or shrubs. At no time must any drive be blocked with equipment or trucks. Also, if working near where an interment or funeral is being conducted, he or she must cease work upon the request of the cemetery staff.
- I. Any person engaged in the construction or erection of a monument or marker who damages another monument or marker, or any trees, shrubs, sod or ground shall be liable to the Association for the costs of repairing such damage.
- J. No monument or marker shall be erected on any grave until the purchase price and/or interment fee for such grave has been paid in full.
- K. Should any marker, monument, mausoleum or tomb become unsightly or unsafe to staff or visitors, the Association shall notify the person of record in control of such grave. If no remedial action is taken by such person, the Board shall proceed to make appropriate remedial measures and charge the costs of the same to the person in control of such grave.
- L. Mausoleums or tombs are considered "special construction." As no set rules for their construction can be prescribed, each proposed mausoleum shall be considered individually by the Board, meeting with the architect. No such special construction shall be permitted without the express, written consent of the Board.
- M. No curbing, fencing, hedging, borders or enclosures of any kind are permitted around any grave. The Association reserves the right to remove the same if such are at any time erected, plated or placed.

- N. Corner stones marking lot boundaries shall be installed only by cemetery staff.
- O. All memorial dealers must abide by the rules of the Association. Any dealer who violates such rules shall be removed from the list of approved dealers compiled by the Board. No dealer shall be included on the list of approved dealers until such dealer provides satisfactory evidence of reasonable private liability insurance and/or workers' compensation insurance. The sufficiency of such insurance shall be determined in the sole discretion of the Board.
- P. Association employees shall exercise all reasonable care to protect monuments, markers and the lettering thereon. However, the Association is not liable for any damage or injury thereto.

**Article X
Shrubbery, Lot Planting and Decoration**

While it is true that the addition of plant material has the potential to improve the aesthetics of the burial plot and the Cemetery, it is also true that the type and cost of future maintenance must be considered when selecting such plant material. Therefore, the Board has established the following rules regarding such plantings.

- A. The planting of any material must be approved by the Board or its designee.
 - 1. The following trees have been approved by the Board for use as memorials in certain approved locations:

Acer Rebrum (Red Maple)	Fagus (Purple or Tri-Color)
Acer Sacharinum (Sugar Maple)	Liquidambar (Sweetgum)
Acer Platanoides (Norway Maple)	Quercus (Oaks, except Pin)
Acer Campestre (Ornamental Maple)	Tilia Cordata (Little Leaf Linden)
Cercis Canadensis (Redbud)	
Conifers (Pine, Hemlock, Spruce)	* additional varieties may be considered by
Cornus (Dogwood)	the Board at its discretion
 - 2. The following woody shrubs have been approved by the Board for use as memorials in certain approved locations:

Althea (Rose of Sharon)	Spirea (Dwarf forms)
Amelanchier (Serviceberry)	Syringa (Lilac dwarf forms)
 - 3. The following evergreens have been approved by the Board for use as memorials in certain approved locations:
 - Buxus (winter hardy Boxwood forms)
 - Juniperus (Blue Star)
 - Ilex (shrub forms of all hollies)
 - Picea (Alberta Spruce dwarf form)

Taxus Baccatta Repandens (Spreading English Yew)

4. The following woody shrubs have been approved by the Board for use as memorials in certain approved locations:

Rosa (Shrub form)

Spirea (Little Princess)

5. The following perennial plants are acceptable for planting anyplace within twelve (12) inches of marker stones:

Any perennials which mature at less than eighteen (18) inches in height
Spring and fall bulbs

B. Potted plants may be placed on the surface at the ends of markers, but they will be removed by Cemetery staff when they become unsightly or create any kind of hazard or hindrance to the operation of the Cemetery.

C. Spring clean-up will commence each year on March 1, weather permitting. Containers, urns, vases, etc. will be discarded at that time.

D. The Association is not responsible for items left at gravesites or for damage to markers caused by acts of nature.

E. Plants will be pruned or removed at the discretion of Cemetery staff with the approval of the Board.

Article XI Visiting Greenlawn

A. The gates of the Cemetery are open to visitors each day of the year from 8:00 AM to one (1) hour prior to sunset.

B. Traffic must follow the direction signs to ensure safety on the many one-way drives. Vehicles must not move faster than fifteen (15) miles per hour. The use of automobile horns or sirens is positively prohibited.

C. When parking, vehicles must keep to the extreme right of the drive so that moving traffic will not be impeded. No car which is not part of the relevant funeral cortege shall park within 200 feet of an active funeral service or of an open grave indicative of a funeral service soon to take place.

D. The driver of any vehicle which damages any drive, lawn, shrub, tree, marker or monument shall be liable for the costs of repairing such damage done.

E. The owner of livestock which strays into the Cemetery shall be liable for any damage done to drives, lawns, trees, shrubs, markers or monuments.

F. Dogs are not permitted on cemetery property.

G. The transportation or use of firearms is not permitted on cemetery property; provided, however, that this regulation shall not prohibit salutes delivered by properly constituted groups at military funerals. Provided further, in the event it is necessary to eradicate pests with the use of firearms, the Board may order such extermination.

H. Visitors are prohibited from gathering flowers, whether wild or cultivated, from breaking or disturbing shrubs or trees, from disturbing any potted plant or plants contained in any vase or urn or from disturbing any flag or other decoration on any lot or grave.

I. Any person who maliciously damages defaces or disturbs any marker, monument, mausoleum, grave or the grounds thereof will be turned over to the proper law enforcement personnel for prosecution.

J. The Cemetery provides receptacles for waste material at convenient places. All such material must at all time be deposited therein.

K. No peddling or vending of flowers or plants or the solicitation for sale of any other commodity including refreshments or memorials shall be permitted on cemetery property.

L. Children under twelve (12) years of age are not permitted in the Cemetery at any time unless accompanied by a responsible adult.

M. Each individual or group, when in the Cemetery, shall at all times conduct himself, herself or itself with decorum. Any undue levity or boisterousness will not be tolerated.

N. It is the duty of the Board to preserve the quiet and peaceful atmosphere which is so characteristic of the Cemetery. Any person found in violation of any of the above provisions, or perpetrating any other improprieties, shall be ejected from cemetery property. This applies to visitors, lot owners and employees.

Article XII

Service Charges and Past Due Indebtedness

A. All charges for cemetery services shall be paid at the time of the issuance of the order of interment, disinterment or removal or must be guaranteed by an approved funeral director.

B. Out of town funeral directors are required to pay the regular service charges covering vault setting and use of interment or disinterment equipment when an order for such work is issued.

C. A list of all service charges as determined by the Board from time to time is on file in the cemetery office.

Article XIII
Greenlawn will Correct Errors

A. The Association reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any grave or interment right. Such correction may be made, in the sole discretion of the Association, (1) by canceling such conveyance and substituting and conveying in lieu thereof another grave of equal or greater value and similar location as far as possible or (2) by refunding any amounts already paid with respect to such error.

B. In the event such error shall involve the interment of the remains of any person in such grave, the Association reserves, and shall have, the right to remove and/or transfer such remains so interred to a grave of equal or greater value and similar location as may be substituted and conveyed in lieu thereof.

C. The Association, through the Board and/or staff, reserves, and shall have, the right to disinter or remove the remains of any person who has been interred in any grave in the Cemetery in violation of the provisions herein set forth. When it has been proven to the satisfaction of the Board that the grave owner ordering such interment, whether knowingly or unknowingly, violated the provisions of these rules by ordering such interment, all costs involved in such disinterment or removal shall be assessed against such grave owner, or against any lot owed by such grave owner.

Article XIV
Modifications and Amendments

These “Rules and Regulations” consist of extracts from or codification of the entire minutes of the Association from its beginning in 1860. It is a concise, workable form for the guidance and instruction of the general public as well as grave owners.

A. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Board reserves the right to make exceptions, suspensions or modifications in any of these rules and regulations when, in its sole discretion, such changes appear advisable.

B. The Board may, and hereby expressly reserves the right, at any time, to adopt new rules and regulations, or to amend, alter or repeal any rule or regulation or any article, section, paragraph or sentence contained in these “Rules and Regulations.”

NOTE: Please file this copy of the Rules and Regulations with your Certificate of Ownership.