

Knollwood

Cemetery Association

Rules and Regulations

For the mutual protection of every purchaser these rules and regulations are hereby adopted as the rules and regulations of The Knollwood Cemetery Association (“Association”). All space sold, whether ground or mausoleum, shall be subject to said rules and regulations, and subject to such other rules and regulations, amendments or alterations as shall be adopted by this Association from time to time; and the reference to these rules and regulations in the certificate evidencing ownership of a space, whether for ground or mausoleum interment shall have the same force and effect as if set forth in full therein.

DEFINITIONS

CEMETERY

The term “Cemetery” is hereby defined to include a burial park for earth interments, a community mausoleum for vault or crypt interments, or columbarium for cinerary interments, or a combination of one, or more than one, thereof.

RULES AND REGULATIONS

1. CERTIFICATES

No purchaser will be considered an owner of a space until it is fully paid for, at which time they will be issued a certificate as evidence of ownership. Certificates to burial spaces convey burial rights only, the title to the real property remaining in the Association.

EACH CERTIFICATE MUST BE PRESERVED, AS NO OTHER CERTIFICATE WILL BE ISSUED IN ITS STEAD.

If conditions arise that demand it the Association will issue, for a nominal cost, a certificate setting forth the recorded ownership.

2. RECORD OF TITLE

The record of Certificates is kept at the office of the Association and is the only evidence of title of the owners recognized by the Association.

3. LOT, PLOT, CRYPTS and NICHES

The terms "Lot", "Plot" or "Burial Space", shall be used interchangeably and hereinafter referred to as a "burial space" in these Rules and Regulations and shall apply with like effect to one or more than one adjoining graves; to one or more than one adjoining crypts; or to one or more than one adjoining niches.

4. INTERMENT

The term "Interment" shall mean the permanent disposition of the remains of a deceased person by entombment, burial or cremation and interment.

5. MEMORIAL

The term "Memorial" shall include a monument, individual grave marker, private mausoleum or tomb for family or individual use, crypt and niche plates.

6. MONUMENT

The term "Monument" shall include a tombstone or memorial of granite, which shall extend above the surface of the ground and will not be used as a marker for an individual grave.

7. ALL WORK

All charges for any and all work are payable in advance. The charges will not be divided among purchasers and the bill will be sent to one person only.

8. PROTECTION OF PROPERTY

All reasonable efforts are made to protect certain property in the Cemetery, but the Association assumes no responsibility for the protection of property. Further, the Association expressly disclaims any and all responsibility for loss of or damage to any property brought onto or into the Cemetery and/or Mausoleum by a purchaser of a burial space in the Cemetery and/or Mausoleum. For purposes of these Rules and Regulations, the term "purchaser" shall be deemed to include such purchaser's agents, estates, heirs, beneficiaries, successors and assigns.

9. SALE, TRANSFER OR ASSIGNMENT OF PLOTS

A certificate does not confer the right to sell, transfer or assign a burial space or any portion thereof. Such sales, transfers or assignments are privileges which may be granted or refused by the Association after due investigation upon receipt of a written request to transfer or assign.

In the event of any transfer or attempt to transfer any burial rights and related space, or any part thereof or interest therein, to any person other than the spouse, parents or other next of kin of the owner of such burial rights and related space as shown on the Cemetery records, the Association shall have the right, at its' option, to repurchase such burial rights and related space within thirty (30) days.

10. RELEASE OF ASSOCIATION

A purchaser, for himself or herself and any agents, estates, heirs, beneficiaries, successors and assigns, agrees to release and forever discharge the Association, and its directors, officers, agents, employees, successors and assigns of and from any and all claims, causes of action, liabilities, demands, rights, debts, damages, costs, expenses, bills, contracts, controversies and promises of every kind and description, whether known or unknown, past, present, or future, and whether at law, equity or otherwise, which a purchaser now has or has had or which his or her agents, successors and assigns hereafter can, shall or may have by reason of loss of or damage to any property brought onto or into the Cemetery and/or Mausoleum by such purchaser.

11. FAILURE TO COMPLETE PAYMENT

In the event a purchaser defaults in the payment for his or her account and such default continues for a period of sixty (60) days, the Association shall have the right to cancel the purchase agreement upon giving the subscriber fifteen (15) days' written notice mailed to their last address given to the Association. All monies paid by said purchaser on the purchase price shall be retained by the Association as liquidated damages for such purchaser's failure to pay in full monies owed the Association pursuant to the purchase agreement.

12. BURIAL BEFORE COMPLETION OF PAYMENT

No burial can be made in any burial space until the full purchase price has been paid.

13. PERPETUAL CARE

The purchase price of all burial spaces covers the cost of perpetual care, which includes mowing the grass, refilling graves, re-seeding the graves and burial spaces, and keeping the burial spaces clean. It does not include special care of beds, planting, cleaning of monuments or other special work.

14. REMOVAL OF OBJECTIONABLE OBJECTS, ETC

As the certificate to a burial space conveys only the right of burial therein, the Association retains title, control and supervision of all burial spaces which have been sold; and the Association through its' agents shall have the right, without any liability on its' part to the burial space owner, to enter upon any burial space and prohibit or modify any improvement or adornment, to remove any structure or object on such burial space which may have been placed thereon in violation of the rules, or which may be considered objectionable or injurious to its' employees or the burial space or to adjoining burial spaces, or to the general appearance of the Cemetery.

15. ACCIDENTS AND DAMAGE TO PROPERTY

The Association will use all reasonable care in engaging competent and experienced workmen and in seeing that they do their work with customary care, but it distinctly disclaims any responsibility or liability for accident or damage to monuments, markers, vases, or any other property, resulting from the hazard of cemetery work.

16. INTERMENTS

Interments may be made only by Association employees upon written order from the office of the Association.

17. TELEPHONED INSTRUCTIONS

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

18. BURIAL PERMIT AND 24-HOUR NOTICE REQUIRED

No interment may be made unless the body is accompanied by a burial permit. (This is generally procured by the Undertaker). At least twenty-four (24) hours' notice is required for the preparation of a grave for burial.

19. PERMIT REQUIRED FOR DISINTERMENTS

The Association shall disinter or grant permission to disinter any remains buried in the Cemetery in accordance with the following circumstances:

- (1) If the surviving spouse of the decedent is eighteen years or older, within thirty days after filing of an application of surviving spouse made in accordance with division (A) of section 517.24 of the Revised Code and payment by the applicant of the reasonable costs and expense of disinterment:
- (2) On order of a probate court issued under division (B) of section 517.24 of the Revised Code and payment by the person who applied for the order under that division of the reasonable costs and expense of disinterment.

- (3) No disinterment shall be made pursuant to this section and section 517.24 of the Revised Code if the decedent died of a contagious or infectious disease until a permit has been issued by the board of health of a general health district or of a city health district.
- (4) Upon disinterment of remains under division (1) or (2) of this section, the involved board, trustees, directors, other officers, or officer of the municipal corporation shall deliver or cause to be delivered the disinterred remains to the applicant surviving spouse or, if the disinterment was pursuant to court order issued under division (B) of section 517.24 of the Revised Code, to the person who applied for the order under that division.

20. TIME OF FUNERALS

Unless immediate burial is ordered by the Board of Health, funerals will not be permitted on Sundays or the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day. **Association approval is required for burial on Sundays or the above mentioned holidays.**

21. BURIAL RIGHT

All interments in burial spaces shall be restricted to the members of the family and immediate relatives of the owners thereof, unless written instructions to the contrary are filed with the Association by the burial space owner or burial space owners. Upon the death of a burial space owner, the Association will recognize the rights of the surviving wife or husband, and next of kin of such burial space owner, insofar as it is able to ascertain who such parties are. The Association shall not be responsible for errors committed, unless it is promptly notified of the death of the owner and is given a certificate showing whether or not there was a surviving wife or husband, and giving the names of the next of kin.

The owner or owners of any burial space as shown by the records of the Association may at any time designate persons whom he or she wishes to have buried in the burial space, which designation must be made in writing and be recorded on the books of the Association. If the owner of any burial space does not make such designation during his or her life time, the heirs of such owner may, by an agreement in writing duly signed by all of them, determine who among them shall have the right of burial on said burial space. In the event the burial space owner or his (or her) heirs shall not have arranged for such future burials, then the surviving wife, or husband, or the next of kin of such burial space owner, shall have the right to interment in the burial space, in the order of their deaths until said burial space shall be fully occupied.

The Association reserves the right at all times to refuse the granting of burial rights to any person, unless such person, at the time of making request for burial rights, exhibits to the Association the certificate to the burial space upon which burial is requested.

22. NUMBER AND LOCATION OF GRAVES

The number of interments which may properly be made upon a burial space is definitely fixed and no more will be permitted.

The arrangement of the location of graves upon any burial space shall be determined by an authorized representative of the Association (the "Association Representative").

23. FEES FOR INTERMENTS

Fees for interments are payable when the order for interment is given. The amount of said fee may be ascertained upon application at the office.

24. REMOVAL OF BASKETS, ETC

On request, the Association will store baskets for a period not exceeding one week from the date of interment. If no request is made they will be disposed of as soon as the contents become unsightly.

25. FLOWERS AND DECORATIONS

See the Association office or visit our website for details.

Memorial Day, Veterans Day and July 4th properly displayed flags are permitted.

Due to increased safety and liability problems, no other burial space adornments will be allowed. Such items deemed unsuitable will be removed and held for the burial space owner's family not to exceed thirty (30) days.

26. PLANTING

No planting may be done without prior written permission from an Association representative.

27. POTTED PLANTS – WHEN PERMISSIBLE

Potted plants will be permitted, without charge, upon burial spaces at Easter and on Memorial Day. They may remain until the first of the following to occur: (i) the plant's blossoms are dead, or (ii) ten days from the day placed at the burial space.

Upon application to an Association Representative, potted plants may be allowed upon a burial space at an anniversary of the death, or other special date, for five days. At all other times, potted plants will be removed from the burial space at the time of mowing or trimming of the grave.

Delivery of potted plants or flowers for beds and vases, to be placed by the Association, will not be permitted on Memorial Day, but orders for work in anticipation of Memorial Day or Christmas Day must reach the office no later than May 15th or December 10th respectively; orders received later will be filled in the order of their receipt, after the previous orders have been fully taken care of.

28. TREES OR SHRUBS

As each section of the Cemetery is developed, an Association Representative plans the location of trees and shrubs so that, in future years, when they have attained their full development, they will fit in with the general scheme of landscaping. To comply with this scheme **no planting of trees or shrubs will be permitted until prior written permission is secured from an Association Representative and in the event such permission is secured the tree or shrub so planted becomes property of the Association.**

29. REMOVAL OF TREES OR SHRUBS

If any tree, shrub or other structure, standing on any burial space, shall in any way become detrimental, dangerous or inconvenient to adjacent burial spaces or avenues, or if it becomes unsightly, or if for any reason its removal shall be deemed necessary by the Association, an Association Representative shall have the right to remove such tree, shrub or other structure, or any part thereof and replacement will be at the discretion of the Association Representative.

30. DOGS

Dogs shall not be allowed on the cemetery grounds or in any of the buildings. Service animals, such as Seeing Eye dogs, are an exception.

31. WHEN THE ASSOCIATION IS NOT RESPONSIBLE

The Association shall take reasonable precaution to protect burial space owners and the property rights of burial space owners, within the Cemetery, from loss or damage; but the Association distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, an act of God, common enemy, thieves, vandals, invasions, insurrections, riots, order of any military or civil authority, whether the damage be direct or collateral.

32. CHANGE IN ADDRESS OF BURIAL SPACE OWNERS

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

33. INDEMNIFICATION, ASSUMPTION OF LIABILITY

A purchaser agrees to indemnify and save and hold harmless the Association from any loss, liability, theft, damage or cost that may be incurred by the Association due to the bringing of property onto or into the Cemetery and/or Mausoleum by a purchaser. A purchaser understands that the Association never intended, nor designed the Cemetery or Mausoleum to be used as a storage facility for a purchaser's personal property and a purchaser acknowledges that the Association does not guarantee the security of any personal property brought into or onto the Cemetery property and/or Mausoleum by a purchaser. Therefore, a purchaser agrees to assume full responsibility for and risk of any and all loss of and/or damage to any property brought into or onto the Cemetery and/or Mausoleum by a purchaser.

34. MONUMENTS, MARKERS, VASES, ETC

In making and enforcing rules for the placing of monuments and markers, the Association seeks to protect the interest of the burial space owners. Cemetery employees are not permitted to recommend any particular monument dealer; neither will the Association act as a reference for monumental dealers.

35. APPROVAL OF MONUMENTS, MARKERS, VASES AND BENCHES

No monument, marker, vase, bench or other ornamental structure may be brought to the Cemetery until a sketch or drawing showing the material, design, finish, size and proposed inscription thereon, be first submitted to and approved in writing by an Association Representative.

36. RESTRICTIONS AS TO TIME WHEN MONUMENTS MAY BE BROUGHT INTO THE CEMETERY

No markers, headstones, or monuments may be brought into the Cemetery on Saturdays, Sundays or Holidays; nor during the period from May 22nd to May 30th, inclusive; or at any time unless the charge for the foundation has been paid in advance.

Notice of the intended placing of a monument shall be given by the dealer who is selling and placing that monument to the Association at least five days before the work is to be done.

37. NUMBER, LOCATION and SIZE OF MARKERS

Only one marker will be allowed at a grave and no single marker may be placed as to lie between or to embrace two graves. Only one double marker, limited to embrace not more than two graves, will be permitted and no triple markers or those embracing more than two graves will be permitted upon a burial space.

Unless the Association shall decide otherwise in writing in special cases, the minimum and maximum lengths of single stones shall be, respectively, twenty-four inches; and of double stones, forty-eight inches respectively. The width of all markers must be twelve inches and the depth not less than four inches.

All lettering on markers must be of the incised type, excepting markers made to duplicate other markers now on the same burial space.

38. MARKER TYPES

See Association office for details

39. FOUNDATIONS AND SETTING

In no event shall the building of foundations and setting of markers be done by anyone other than the Association's employees or its approved contractors. There is a charge for this work, which is usually paid by the monument dealer, who includes it in their bill to the purchaser. Information regarding rates may be obtained at the Association office.

The foundation for a monument shall not be built until the purchase price of the burial space upon which it is to be placed has been fully paid.

The lower base of all monuments shall be dressed to a true level on the bottom so as to bear evenly at all points upon the foundation without the use of spawls, chips or underpinning. The removal of any part of the foundation or the building up thereof to overcome defective workmanship in the base stone is not permitted.

40. SUPERVISION OF ALL WORK IN CONNECTION WITH SETTING OF MONUMENT

Contractors and their workmen shall be governed by the rules of the Association and the work shall be done under the direction of an Association Representative. The Contractor shall be liable for any damage arising out of or resulting from the erection of any monument.

Immediately upon the arrival of material or apparatus to be used in the erection of a monument, the Cemetery Association Representative shall appoint an inspector, whose duty it shall be to see that all rules and regulations are fully complied with. The services of said inspector will be charged for at the rate of pay per hour of such inspector, until such time as the monument shall be set and all apparatus or other material used in connection therewith shall be removed from Cemetery property.

No ropes or chains may be attached to trees or other objects without the express permission of an Association Representative. Derricks, blocking, runways and other materials may not be brought into the Cemetery without permission of an Association Representative, such permission to be obtained in writing in advance of delivery.

Crating, boxes and packing materials, together with all other debris brought in, shall be removed by the contractor and the monument shall be cleaned before the work shall be considered complete.

Heavy loads shall not be permitted to enter the grounds except by written permission of an Association Representative. When, in the Association Representative's opinion, the weight of the load is such that damage to the Cemetery roads is likely to result from hauling, he may require the hauling to be done with alternate equipment, for which a charge will be made.

41. REMOVING OR CHANGING MONUMENTS OR MARKERS

After a marker (or monument) has been placed, any monument dealer, or other person, must present a written order from the burial space owner in order to secure a permit for removal of such marker or monument, or for any change upon it.

42. GENERAL INFORMATION

Photographers will not be admitted, except by special written permission from the Association. Smoking is positively prohibited in all buildings.

The Association reserves the right to amend and implement changes to the Rules and Regulations manual as it sees fit.

KNOLLWOOD MAUSOLEUM

While it is the desire of the Association to give to all purchasers of burial rights in its Mausoleum or Annexes thereto, the fullest freedom possible, it is nevertheless to the mutual interest of purchasers and the Association to see that the buildings are maintained in good condition and that no one be allowed to interfere either with the rights or with the comfort of others.

All burial rights sold in the Knollwood Memorial Mausoleum and the Annexes thereto are held by the purchasers subject to such rules and regulations as the Association may from time to time adopt.

A. BURIALS

All bodies must be properly embalmed and accompanied by proper burial permit before interment can take place. (Burial permit is usually obtained by the funeral director.)

No interment will be permitted unless a written order is received from the owner of a compartment or from the owners' next legal heir in case the owner is deceased. Advance notice of twenty-four (24) hours must be given for the preparation of a compartment for interment.

Knollwood compartments will be opened only by employees of the Association and will be sealed by them after interment is made. In order to avoid confusion, compartments will not be sealed until the entire funeral party has departed. However, the owner of the compartment, or his representative, may remain if they so desire.

The use of the chapel will be limited to thirty (30) minutes and twenty-four (24) hours' notice is required for preparation.

B. BURIAL OR INTERMENT BEFORE BURIAL SPACE IS FULLY PAID FOR

No burial or interment can be made in any Mausoleum crypt or room until the full purchase price has been paid.

C. ALTERATIONS

If alterations or additions are desired by owners of rooms or other space in the Mausoleum, they must be made only according to plans and specifications furnished by the Architect of the building as designated by the Association and all such changes must be approved in writing by the Association. The entire expense and responsibility of making such alterations or additions must be borne by the owner of the Mausoleum space.

All memorial windows, marble settees, statues, vases and all furnishings of any kind are placed and left at the risk of the owner and become property of the Cemetery. Flower vases will be removed at the discretion of the Association Representative.

D. TRANSFERS

Any sale transfer of any Mausoleum space must be approved by the Association and recorded on the books thereof.

In the event of any transfer or attempt to transfer any burial rights and related space, or any part thereof or interest therein, to any person other than the spouse, parents or other next of kin of the owner of such burial rights and related space as shown on the Cemetery records. The Knollwood Association shall have the right, at its option, to repurchase such Mausoleum space within thirty (30) days.

E. INSCRIPTIONS

On the face of each Mausoleum compartment there will be permitted, an inscription giving the name of the person interred, the year of birth and year of death, also Lodge emblem or professional title. All carving will be done by the Association or its approved contractor at a nominal cost to the compartment owner.