

## **PREAMBLE**

Foxfield Preserve is dedicated, used and intended to be used for the final disposition of human remains. Foxfield Preserve is an enterprise intended to support the nonprofit mission of The Wilderness Center, Inc. This mission includes, but is not limited to, nature education and land conservation. Foxfield Preserve will be managed as a nature preserve. It will not take on the appearance of a lawn or other manicured place. It is intended for Foxfield Preserve to be dominated by natural processes and native species.

## **I. DEFINITIONS**

### **101. Arrangement Conference.**

The term “arrangement conference” means a meeting, either at-need or pre-need, between the Cemetery and an individual or family during which funeral and Cemetery merchandise and services are discussed and the Cemetery records information regarding that person or family.

### **102. At-need.**

The term “at-need” means at the time of, or immediately following, death.

### **103. Beneficiary.**

The term “beneficiary” means one who benefits from an act, such as a person for whom a prepaid contract is entered into or the successor-in-interest of a life insurance policy.

### **104. Cemetery Endowment.**

The term “cemetery endowment” means the Cemetery’s irrevocable trust fund created in accordance with Ohio state law, the purpose of which is to generate income to fund the care and maintenance of the Cemetery.

### **105. Cemetery.**

The term “Cemetery” means Foxfield Preserve located at The Wilderness Center.

### **106. Certificate of Interment Rights.**

The term “certificate of interment rights” means the document issued by the Cemetery to convey an interment right in a particular interment space, which has legally been known as a right of sepulture.

### **107. Commingling.**

The term “commingling” means the mixing of cremated remains of more than one person.

### **108. Contractor.**

The term “contractor” means any person or business hired by someone other than the Cemetery to work on the Cemetery grounds.

### **109. Cremated Remains.**

The term “cremated remains” means the bone fragments and ash remaining after cremation, which may include the residue of any foreign materials that were created with the human remains.

### **110. Cremation.**

The term “cremation” means the irreversible process of reducing human remains to bone fragments through intense heat and evaporation, customarily done in a specifically designed furnace or retort, which may include any other mechanical, chemical or thermal process whereby human bone fragments are pulverized or otherwise further reduced in size and quantity.

### **111. Disinterment.**

The term “disinterment” means the act of removing human remains from an interment space for the purpose of relocating the remains to another interment space in the Cemetery or elsewhere.

### **112. Encased or Encasement.**

The term “encased” or “encasement” means the placement of human remains in a container, including but not limited to a casket, shroud or urn.

### **113. Final Disposition.**

The term “final disposition” means the lawful disposal of human remains.

### **114. Grave.**

The term “grave” means an area of ground in the Cemetery established for the burial of human remains in the ground.

### **115. Natural Burial/Green Burial.**

A “natural” or “green” burial is an interment in which no concrete vaults (partial, inverted or otherwise), vault lids, concrete boxes, slabs, or partitioned liners are employed and containers are required to be biodegradable. No embalming will be accepted, except in instances where an individual is embalmed against his or her will or embalming has been required for transport. In these instances approval must be obtained from Cemetery personnel and an approved embalming chemical must be employed.

### **116. Human Remains.**

The term “human remains” means the body of a deceased human being in any stage of decomposition and includes cremated remains.

### **117. Interment.**

The term “interment” means the final disposition of human remains in the Cemetery by burial.

### **118. Interment Right.**

The term “interment right” means the right to place human remains in a specific interment space, subject to these rules and regulations.

### **119. Interment Services.**

The term “interment services” means the process of interring human remains, including but not limited to administrative, clerical, legal, mechanical and physical services performed by Cemetery personnel in conjunction with the opening of an interment space in preparation for the interment and the subsequent closing of the interment space after the interment.

### **120. Interment Space.**

The term “interment space” means a space that has been established by the Cemetery for the final disposition of human remains, including but not limited to graves, cremated remains burial sites, and scattering places. An interment space is 10' X 20' and is suitable for one full casket burial, one full casket and one cremated remains, or two cremated remains.

### **121. Living Memorial.**

The term “living memorial” means a living plant placed on or near a gravesite. Living memorials must be trees or wildflowers native to northeastern Ohio from an approved species list. They must be approved by the Cemetery in advance and purchased from the Cemetery or from an approved supplier to be certain they are appropriate for the ecological restoration of the land. Since trees and wildflowers are living things they are not immortal. The Cemetery cannot and does not guarantee their survival. The Cemetery does not replace living memorials that do not survive in the nature preserve.

### **122. Lot.**

The term “lot” means an area within the Cemetery consisting of more than one interment space established by the Cemetery.

### **123. Memorial Stone.**

The term “memorial stone” means a stone marker used to identify the person interred in an interment space or to commemorate their life, deeds or career.

### **124. Memorial Services.**

The term “memorial services” means the services provided by the Cemetery as part of a funeral or memorial service.

### **125. Outer Interment Container.**

The term “outer interment container” means a container engineered and designed to hold a casket or other type of inner burial container and support the overlying earth and the earth and vault handling equipment used in Cemetery operations, including but not limited to concrete vaults (partial, inverted or otherwise), vault lids, concrete boxes, slabs, or partitioned liners. Such containers are not used in the nature preserve cemetery.

**126. Owner.**

The term “owner” means the person who lawfully possesses an interment right and whose name is recorded as such in the Cemetery’s records.

**127. Pre-need.**

The term “pre-need” means prior to the beneficiary’s death.

**128. Purchase Agreement.**

The term “purchase agreement” means a contract pursuant to which the Cemetery agrees to sell and deliver interment rights and/or services.

**129. Scattering.**

The term “scattering” means the disposition of cremated remains by dispersing them in the air or on the surface of the ground.

**130. Second Rights.**

The term “second rights” means the additional interment rights for a lot which are available for purchase by the Owner, limited to the interment or scattering of cremated remains. Each burial lot allows for the burial of one full body, one full body and one set of cremated remains, or two sets of cremated remains.

**131. Section.**

The term “section” means an area within the Cemetery consisting of more than one interment space established by the Cemetery as a subdivision of a lot for organizational purposes.

**132. Urn.**

The term “urn” means a receptacle in which cremated remains are placed for final disposition. In a green or natural burial, urns are biodegradable containers.

**II. GREEN BURIAL**

**501. Embalming.**

No embalming will be accepted, except in instances where an individual is embalmed against his or her will or embalming has been required for transport. Owners are asked to inform funeral directors and/or morticians of the need to avoid embalming of remains and to use alternatives such as refrigeration, dry ice, or closed casket services to avoid embalming. With prior approval from the Cemetery, the use of a nonchemical embalming product may be approved. The Cemetery reserves the right to determine the acceptance of embalmed human remains.

## **502. Biodegradable Containers.**

All Interments shall be made in biodegradable containers such as a wooden casket, natural fiber shroud, cardboard box or other biodegradable container. For cremated remains, urns are optional. If an urn is used, it should be biodegradable. Containers shall be constructed of sufficient strength to support the weight of an adult human body. The Cemetery allows the use of metal nails and screws in the construction of wooden caskets approved for interment.

Should a non-biodegradable container be brought to the Cemetery for burial, the Cemetery has the right to refuse interment until a suitable container is available. Should a non-biodegradable container be interred, the Cemetery has the right to remove and replace it at the Owner's expense.

## **503. Outer Interment Containers Are Not Permitted.**

Vaults and similar outer containers are inconsistent with green burial and are not permitted unless some special circumstance arises. The Cemetery has the sole right to make decisions regarding these special circumstances.

In the event an Outer Interment Container is placed or constructed within the Cemetery without the authorization of the Cemetery, the Cemetery reserves the right to remove any unauthorized Outer Interment Containers at the Owner's expense.

## **504. Dressing of Remains.**

Human remains should be dressed as much as possible in biodegradable clothing. Natural fibers such as cotton and wool are biodegradable.

## **505. Mounding of Graves.**

Excess soil may be mounded on top of a grave to offset the eventual settling of the grave as remains are cycled back into nature and soil undergoes natural compaction.

## **506. Replacement of Soil.**

The Cemetery may choose to mix biomass with soils at the time of interment to enhance ecological processes.

# **III. CARE AND MAINTENANCE OF GROUNDS**

## **301. Care of Grounds.**

The Cemetery shall have sole and exclusive authority to maintain the Cemetery's buildings and grounds, subdivide the property, plat, map, survey and install improvements within the Cemetery.

A nature preserve cemetery is a concept whereby land can be restored and maintained in a natural condition. Therefore, the Cemetery must approve all plantings of trees, herbs, grasses, or anything else in advance. This is necessary to assure the ecological integrity of the nature preserve and to avoid invasive species, horticultural varieties of plants, and anything else that might affect the nature preserve aspect of the site. In addition, all stones, markers or other nonliving objects must be

approved by the Cemetery in advance to assure the natural appearance and ecological integrity of the nature preserve.

### **302. Ecological Stewardship.**

The Cemetery is expected to provide land stewardship to maintain the ecological integrity of the nature preserve. This stewardship may include, but is not limited to, the use of prescribed fire or burns, removal of invasive and non-native species by any means, planting of species, manipulation of soils, manipulation of water and drainage, planting of vegetation, or any other practice necessary to provide stewardship of the nature preserve.

### **303. Plants, Trees and Shrubs.**

If any tree, shrub or plant, by means of its roots, branches or otherwise, becomes unsafe or detrimental to the Cemetery grounds, trails, walkways, roadways, waterways or drainage systems, or if for any other reason its removal is deemed necessary, the Cemetery shall have the right to remove any such tree, shrub or plant, or any part thereof, or otherwise correct the existing condition as, in the Cemetery's judgment, it deems best. The Cemetery shall have no obligation to replace trees, shrubs and plants removed by the Cemetery, even if they were purchased as a Living Memorial. In addition, as a nature preserve cemetery it is important to maintain natural processes. The Cemetery will not remove dead or dying trees or other vegetation even if such vegetation were to fall upon a gravesite. As a nature preserve, the Cemetery will not have mowed lawns except in limited areas designated by the Cemetery.

### **304. Natural Regeneration of Vegetation.**

If trees, shrub, or other vegetation sprout, regenerate or otherwise become established on a gravesite subsequent to interment, they will be permitted to grow naturally. Following interments, native vegetation will not be removed from graves unless it poses some problem related to public safety, maintenance of trails, walkways, roadways, waterways, drainage systems, or some other necessary infrastructure. Native vegetation will not be removed simply to keep a gravesite free of trees, shrubs or other vegetation. Following final interment it is to be expected that at some future time a tree may grow on an interment site.

### **305. Ingress and Egress, Walkways, Waterways, Roadways, Drainage Systems and Buildings.**

The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over Interment Spaces for the purpose of passage to and from other Interment Spaces. Except as necessary to gain access to other Interment Spaces within the Cemetery, persons within the Cemetery grounds shall use only the trails, avenues, walkways and roadways. The Cemetery reserves the right to alter, change or remove trails, walkways, roadways, waterways and drainage systems and other physical properties.

### **306. Acts Beyond the Cemetery's Control.**

The Cemetery and its agents do not assume and are not liable for damage, actual or mental, resulting from ecological stewardship or normal operations or from loss by vandalism and other acts beyond the Cemetery's control. Specifically, but not by way of limitation, the Cemetery and its agents do not assume and are not liable for loss or damage caused by the elements, acts of God, common enemy, thieves, assailants, vandals, strikers, lockout or other labor events, malicious mischief makers, fire,

explosion, unavoidable accident, invasion, insurrection, riot, government act, regulation or order of any military or civil authority, whether the loss or damage is direct or indirect. In addition the cemetery is not liable for any damage real or perceived, actual or mental resulting from ecological stewardship of the nature preserve.

### **307. Maintenance of Grounds and Buildings.**

Within the limits permitted by the income of the cemetery endowment and the Cemetery's general funds, the Cemetery grounds and buildings will be maintained and preserved. Cemetery maintenance includes maintenance of the nature preserve to permit natural processes to operate upon the Cemetery land. This may include maintaining roads and trails, manipulation of vegetation or soils, pruning of trees and shrubs, and such other work necessary to keep the Cemetery in a natural condition. The Cemetery reserves the right for its workers and agents to enter upon or cross over any Interment Space as necessary to conduct normal Cemetery operations.

Except as specifically allowed by these Rules and Regulations or by authorization issued by the Cemetery, all landscaping, ecological stewardship, care of Interment Spaces and other work in the Cemetery will be done by Cemetery personnel. Owners should feel free to consult with Cemetery personnel at all times. Occasionally, the Cemetery may employ volunteers to assist with ecological stewardship. Owners are encouraged to volunteer their labor. All work shall be subject to the provisions of these Rules and Regulations.

### **308. Maintenance of Memorials and Grave Sites - Damage.**

Unless damage is caused by the Cemetery's staff or agents, the Cemetery is under no obligation to maintain, repair or replace Memorials or Living Memorials placed within the Cemetery. Natural processes such as windstorms or other weather events, frost, or death of Living Memorials is not considered damage in a nature preserve cemetery. (For example a tree falling across an interment site is not considered damage and may or may not be removed or ameliorated by the Cemetery staff.) Owners are not permitted to repair real or perceived damage. In addition, natural weathering of stone memorials is not considered damage. Nothing in these Rules and Regulations shall be construed as modifying any existing contract as to perpetual care.

## **IV. INTERMENTS**

### **901. Locating Services.**

The person making the funeral arrangements with the Cemetery and the funeral director, if different, shall designate the applicable Interment Space. This information used by the Cemetery to locate the Interment Space must be available in ample time to allow preparation of the Interment Space. Any change of location made after the Interment Space has been opened for Interment shall be at the expense of the responsible person.

### **902. Identification of Human Remains.**

The Cemetery relies upon the identification of the deceased provided by the funeral director conducting the funeral services, next-of-kin or the authorized representative and shall have no obligation to independently establish or verify the identity of the remains to be interred.

### **903. Safety of Attendees.**

Visitors are permitted to participate in the Interment process, however the Cemetery shall not be responsible for any injury incurred during these services. In the event that circumstances arise that the Cemetery deems dangerous, The Cemetery may require that all persons attending an Interment or Disinterment remain at a safe distance, as determined by the Cemetery, from the Interment Space during the Interment or Disinterment process.

### **904. Interments by Cemetery or Authorized Personnel.**

All Interments and Disinterments within the Cemetery shall be supervised by Cemetery personnel or persons authorized by the Cemetery.

### **905. Scheduling of Interment Services.**

The Cemetery must be provided with advance notice of all Interments. In general, 48 hours prior notice is required, but exceptions will be made in cases of death from contagious disease or as authorized by the Cemetery.

The Cemetery may postpone or reschedule any Interment Service if, in the discretion of Cemetery personnel, too many services are concurrently scheduled, because of inclement weather conditions, or because of other conditions beyond the Cemetery's control.

### **906. Disinterments.**

All charges and fees for a Disinterment must be paid in advance.

As a condition of performing any Disinterment, the Cemetery requires written authorization signed by the Owner and the deceased's next-of-kin or their respective authorized representative on a form approved by the Cemetery. Each Disinterment must be conducted in accordance with state and local law and a Disinterment permit is required. The bodies of persons who have died of a contagious disease shall be handled in strict accordance with the rules of the Health Department.

The Cemetery shall exercise due care in conducting a Disinterment, but shall assume no liability for damage to any Human Remains, casket, urn, shroud, living memorial, memorial, or anything else.

The Cemetery will provide the following services for Disinterment:

1. Location of the Interment Space.
2. Opening of the Interment Space.
3. Closing of the Interment Space.
4. Removing and, if applicable, reinstalling the Memorial. (Note: Living Memorials are likely to be destroyed by disinterment and will not be replaced by the Cemetery.)

The person arranging the Disinterment must arrange all other necessary services from another service provider, including removing the Human Remains from the Interment Space, replacing Interment containers if necessary, transporting the Human Remains and interring the Human Remains in the new Interment Space, wherever located. The person arranging the Disinterment should realize that at a nature preserve cemetery using a green burial there may be very little or no recognizable remains in a relatively short span of time.



### **907. The Cemetery May Correct Errors.**

The Cemetery reserves and shall have the right to correct any errors that may be made by it in making an Interment, a Disinterment, or sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) selected by the Cemetery. Alternatively, the Cemetery, in its sole discretion, may refund the greater of the amount of money paid on account of the purchase of the Interment Rights or the current sale price of the Interment Rights or services to which the error relates.

If the error involves the Interment of the Human Remains in an incorrect location, the Cemetery reserves and shall have the right to remove and transfer such remains to the correct location or to a similar location of comparable value selected by the Cemetery. The Cemetery shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this section.

### **908. Interments Prohibited on Sundays and Holidays.**

Interments shall not be conducted at the Cemetery on Sundays and on the following holidays: New Year's Day, Easter, Martin Luther King Day, Veterans Day, Labor Day, Presidents Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. If interment is absolutely necessary on one of these holidays, the Cemetery will make an effort to provide the service, but additional fees will apply.

## **V. PURCHASE OF INTERMENT RIGHTS AND SERVICES**

### **201. Interments**

Persons desiring to purchase an Interment Space in the Cemetery are referred to our steward. The Cemetery sells Interment Spaces designed for the ground interment of human remains within a biodegradable container or cremated remains within biodegradable cremation urns.

### **202. Appendix A –Price List.**

A description of the Cemetery's cost of Interment Rights, is set forth in Appendix A. The purchase of Interment Rights before the need arises is deemed wise and encouraged. Prospective patrons should visit the Cemetery for information. Our staff will render assistance, without obligation or pressure to make a purchase, to those desiring information.

Payment in full is generally required at the time of the sale, but payment plans are possible. Interments will not be permitted until the Cemetery has received payment in full.

### **203. Appendix A – Description of Services.**

There are additional costs and fees that will be incurred in addition to the cost of the Interment Rights. In the interest of full disclosure and informed decision-making, these costs and fees are set forth in Appendix A. These fees are subject to change.

## **204. Living Memorials:**

Living memorials must be purchased from the Cemetery or from a supplier approved by the Cemetery. Since ecological restoration is of great importance, the Cemetery needs to be certain that the species and varieties of living memorials are compatible to the restoration and stewardship of the nature preserve.

## **VI. OWNERSHIP OF INTERMENT RIGHTS**

### **701. Owner and Interment Records.**

The records of the Cemetery shall record and establish the Owners of Interment Rights in the Cemetery. The person named in the Certificate of Interment Rights issued and of record will be recognized and treated as the Owner until an assignment and transfer has been filed with the Cemetery and recorded. Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall revise its records to reflect the terms of the Order.

### **702. Limited Right of Use.**

Interment Rights within the Cemetery shall be used for no purpose other than the Interment and/or memorialization of Human Remains. The Cemetery does not sell fee simple title to Interment Spaces. The Cemetery sells a right of use called "interment rights" that permit the Interment of one person in the Interment Space purchased. The Owner does not, by virtue of such ownership, acquire any ownership interest in the Cemetery or in any surrounding land, building or any improvements.

### **703. Second Rights.**

The Owner has the option of purchasing "second rights" to their lot. Second rights allow for the interment or scattering of an additional set of cremated remains on the Owner's lot. The second set of cremated remains will be noted in our records, along with genealogical information of the second individual. Pricing for second rights is included on the Price List (Appendix A).

### **704. Forms Approved and Signed by the Cemetery.**

All Purchase Agreements for the purchase of Interment Rights must be on forms approved and signed by an authorized representative of the Cemetery.

### **705. Recording.**

Any and all transfers of Interment Rights, whether by conveyance, assignment or Purchase Agreement, are subject to these Rules and Regulations as enacted or amended. All transfers of ownership are subject to a transfer fee that must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. A transfer is not effective until all transfer fees are paid.

### **706. Title and Certificates of Interment Rights.**

The Cemetery will issue a Certificate of Interment Rights upon payment in full of the purchase price and the Interment Rights will be recorded in the records of the Cemetery as evidence of the right of

Interment. The title vested in the Owner is limited to the right to use the space for Interment purposes only and other consistent uses, such as memorialization, allowed by these rules and regulations. Every Interment Right is subject to all applicable laws and regulations, the Articles of Incorporation and other documents establishing the Cemetery and all rules and regulations adopted by the Cemetery, as then in force or as thereafter amended or adopted. The Certificate of Interment Rights shall constitute the sole agreement between the Owner and the Cemetery and any contrary statements of any agent or employee of the Cemetery shall not be binding on the Cemetery.

**707. Reuse Is Prohibited.**

Human remains interred at the Nature Preserve Cemetery may not be removed by heirs, Owners or any other person having an interest in any Interment Rights for the purpose of reselling the Interment Rights.

**708. Speculation Prohibited.**

Interment Rights shall be purchased solely for the purpose of personal or family Interments or another person identified in a Purchase Agreement or Certificate of Interment Rights and not for purposes of speculation.

**709. Discrimination Prohibited.**

The Cemetery shall not honor or abide by any agreement or provision contained in a Purchase Agreement, Certificate of Interment Rights, or other document which limits or restricts the sale, use or ownership of Interment Rights in the Cemetery, or a particular Section thereof, to persons of a particular race, religion, sexual orientation, disability, or national origin, if the Cemetery's management, in its sole discretion, believes in good faith that such restriction is contrary to applicable law.

**710. Permission to Inter and Proof of Ownership.**

The Cemetery may prohibit any Interment within the Cemetery if the Cemetery has not received a duly executed written authorization from the Owner or Owners of the Interment Rights and the next-of-kin of the deceased or their respective authorized representative(s).

The Cemetery shall assume at all times that the Owner acquired his or her Interment Rights for the Interment of the purchaser or members of his or her family. Unless otherwise directed in writing, the Cemetery will permit the Interment of someone other than the Owner only upon proof of eligibility or ownership or as set forth below.

1. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy shall immediately vest in the survivor or survivors, subject to the vested Interment Rights of the remains of the deceased joint tenant.
2. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for Interments, memorializations, etc. with respect to the Interment Rights of the Owners. Any such designation must be in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior the Cemetery's action.
3. If an Owner dies without having transferred unused Interment Rights either by a specific devise in

the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights will be deemed to descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state of Ohio, subject to the Interment Rights of the deceased and his or her surviving spouse. Where such a transfer of ownership results in multiple Owners of any Interment Rights, each co-Owner shall have the right to be interred in any co-owned Interment Space which has not been used at the time of their death, and the consent of the other co-Owners shall not be required. Co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners.

#### **711. Delays and Temporary Interments.**

The Cemetery shall not be liable for any delay in Interment resulting from noncompliance with these Rules and Regulations or in any instance where the Cemetery has received an objection to the Interment from a person with any standing in the matter. In order to be recognized by the Cemetery, objections must be in writing and filed at the Cemetery's office.

If the Cemetery receives Human Remains and no provision has been made for an Interment Space, if the Cemetery has received an objection, or in the event of noncompliance with these Rules and Regulations, the Funeral Director or family member responsible may temporarily place the remains in a holding facility, other suitable place, subject to any state or local sanitary code requirements. There is most often a fee for such temporary holding.

#### **712. Assignments and Transfers of Interment Rights.**

It is not the Cemetery's policy to repurchase Interment Rights, although the Cemetery reserves the right to do so. Owners of Interment Rights may assign and transfer their ownership rights. All assignments and transfers must be recorded at the Cemetery and are subject to a recording fee. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery shall make available to Owners, upon request, the forms necessary to affect any sale or transfer of Interment Rights. The Cemetery reserves the right to refuse to consent to an assignment and transfer of Interment Rights until the purchase price of the Interment Rights has been paid in full.

#### **713. Changes by the Cemetery.**

The Cemetery reserves the right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a Section from time to time, including the right to remove, regrade, modify or change the locations of features, trails, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use the Cemetery property not sold to Owners, for Cemetery purposes, including the interring and preparing for Interment of dead human bodies, or for anything necessary, incidental or convenient thereto.

## **VII. MEMORIALS**

#### **401. Memorial Stone Specifications.**

A variety of natural stones types are permitted for use as Memorial Stones. They may not exceed 216 square inches (approximately 12 X 18 inches) in size, and must lay flat or be partially buried

and not extend more than 3-inches above the surface of the soil. Memorial Stones may not be polished. Sawed stone should be prepared to appear more natural, and should have natural appearing, irregular edges rather than a square-cut appearance. Stones may be engraved, but must remain simple in appearance (photographs, electronics, sound, etc. is not permitted). Cemetery may reject/remove memorials that do not meet the specifications.

#### **402. Limitation of One Memorial per Interment Space and Companion Memorials**

With the consent of the Owner(s) of both Interment Spaces, Companion Memorials are permitted. Only one Memorial may be placed on an Interment Space, unless otherwise approved by the Cemetery.

#### **403. Inappropriate or Offensive Content Prohibited.**

To keep the natural aspect of the Cemetery dominant, only memorials meeting our specifications and deemed appropriate may be used. No other memorials or markers are permitted. Offensive content is not permitted on memorials. The Cemetery is the sole judge of what constitutes offensive or inappropriate material, and reserves the right to refuse placement of memorials judged undesirable without warning.

#### **404. Living Memorials.**

Living Memorials are native plants: trees, shrubs, grasses or flowers. As Foxfield Preserve is a nature preserve, all Living Memorials must be approved native species. The Cemetery will provide Living Memorials as merchandise or permit individuals to acquire them from approved sources. Sources will only be approved if the Cemetery is certain that plants are wild varieties and are not plundered from the wild. Living Memorials may be established either preneed or at need. Preneed Living Memorials should be placed adjacent to the interment site at sufficient distance to prevent undue disturbance at the time of interment.

#### **405. Temporary Memorials and Markers.**

Temporary memorials are inconsistent with a nature preserve Cemetery. On some occasions the Cemetery staff may provide some markers or signs to assist the public. The Cemetery will remove any temporary markers or signs placed by anyone without notice. The Cemetery will remove any temporary memorials without notice.

#### **406. The Cemetery May Correct Errors.**

The Cemetery may correct any error made in the location of a Living Memorial or Memorial Stone.

## **VIII. INSTALLATION OF MEMORIALS**

### **1001. Notice to Cemetery.**

A contractor must provide the Cemetery with notice of the intent to install a Memorial or Living Memorial at the Cemetery. The amount of the Cemetery's Location Fee is set forth in Appendix A. All memorials must comply with the Cemetery's rules.

## **1002. Damage to the Cemetery Grounds.**

A person installing a Memorial shall be responsible to the Cemetery for any damage caused to the Cemetery grounds, including trails, vegetation, soil surface, parking area, roadways, other than normal use. All workers should respect the nature preserve aspect of the Cemetery and take every precaution to protect natural vegetation, soil, and wildlife.

## **1003. General Requirements.**

1. Installation work shall cease during any nearby funeral procession or memorial service.
2. Installation work shall be done during the Cemetery's normal hours (9:00 a.m. to 5:00 p.m.) or at such other times as may be arranged with the Cemetery.
3. A person selling a Memorial or Living Memorial shall review the rules of the Cemetery to ensure that the Memorial will comply with these rules prior to ordering or manufacturing the Memorial. A Memorial must comply with these Rules and Regulations. In the event of noncompliance, the person installing the Memorial is responsible for removal of the Memorial and shall pay any reasonable expenses of the Cemetery in connection with the Memorial's removal. All Living Memorials must be the exact species and variety specified by the Cemetery. The Cemetery will provide such materials as merchandise. Similar species and domesticated varieties of native species are generally not permitted. Living memorials are permitted only from approved sources.
4. The installer shall follow the Cemetery's instructions regarding the positioning of the Memorial. The amount of the Cemetery's Locating Fee is set forth in Appendix A.
5. During the excavation, all sod and dirt shall be carefully replaced to preserve the ecological integrity of the nature preserve and protect wildlife habitat.
6. The installer shall carefully place memorials so that they do not intrude upon the nature preserve aspect of the Cemetery.
7. The installer shall remove all equipment and any debris, which has accumulated during installation of the Memorial.
8. If the installer damages any property at the Cemetery, the installer shall notify the Cemetery immediately. The installer shall repair the damage as soon as possible, upon approval by the Cemetery.
9. The installer shall submit proof of workers' compensation insurance and liability insurance sufficient to indemnify the Cemetery against claims resulting from the installation of the Memorial. Proof of liability insurance in an amount of one million dollars or more will be presumed to be sufficient in amount.
11. The Cemetery may inspect the installation site of a Memorial at any time. If the Cemetery determines that Cemetery rules are not being followed during the installation, the Cemetery may order the installation to stop until the infraction is corrected.
12. The Cemetery will provide written notice to the installer as soon as possible if the Cemetery believes that any of the following have occurred:

- a. The Memorial has not been installed correctly.
- b. The person installing the Memorial has damaged property at the Cemetery.
- c. Other Cemetery requirements for installation have not been met, such as removal of debris or equipment.

13. The Cemetery shall inspect Memorials installed by outside contractors. The amount of the Inspection Fee is set forth in Appendix A.

## **IX. DECORATIONS**

### **601. Floral Tributes and Decorations.**

Decorations, floral tributes, flags, shepherd's hoods, and similar items are permitted only at the time of interment services. Funeral Directors are required to remove such items immediately following such services. If they are not removed, the Cemetery will remove them at the owner's expense.

### **602. Prohibited Items.**

The concept of the nature preserve cemetery is to be a place where nature dominates. No hedges, fences, edging or enclosures of any kind will be permitted on Interment Spaces. Mulching with wood chips, rock, landscape fabric or similar items is strictly prohibited. Wooden boxes, lawn ornaments, signs, sculptures, glass or ceramic containers, cans, toys, flags, or flagpoles, or any other unsightly object or objects are inconsistent with a nature preserve cemetery and will be discarded by the Cemetery without notice.

### **603. Cut Flowers.**

Cut flowers that are fully biodegradable are permitted. Such flowers must not be wrapped in paper or plastic and may not have any container so that they may be quickly processed by nature. Such cut flowers are not required to be native species. The Cemetery staff may remove cut flowers at any time should they interfere with the natural appearance of the Cemetery.

### **604. Clean-up Procedures.**

Items that detract from the nature preserve's appearance will be removed by the Cemetery staff on an ongoing basis. No notice of such cleanup time will be given.

### **605. Planting of Flowers, Plants, Shrubs and Trees by Permission Only.**

Flowers, decorative plants, shrubs and trees may not be planted at the Cemetery without first securing the Cemetery's permission. Permission will only be granted for native species from a list provided by the Cemetery. Plants must come from approved sources to assure that they are of an acceptable species and variety. The Cemetery will provide such plant material as merchandise. The Cemetery will make a determination as to the suitability of any plant for any interment site.

### **606. The Cemetery Is Not Responsible for Damage or Loss.**

The Cemetery is not responsible for the protection or maintenance of living memorials, cut flowers. Decorations, wreaths, emblems, flags and other items left at the Cemetery at any time for any reason will be removed and discarded without notice.

## **X. VISITORS AND PROHIBITED BEHAVIOR**

### **801. Visitors.**

The Cemetery will be open to visitors and Owners at all times between the hours of sunrise and sunset. Any person entering the Cemetery at any other time without authorization from Cemetery personnel will be considered a trespasser.

Upon entering the Cemetery grounds, all funeral activities, including funeral processions, are subject to the direction of a duly authorized representative of the Cemetery. Except as may be necessary to gain access to other Interment Spaces within the Cemetery, persons within the Cemetery grounds shall use only the trails, avenues, walkways and roads. Dogs must be on a leash at all times and solid waste caused by the animal must be removed. Horseback riding is not permitted.

### **802. Automobiles**

Automobiles are asked to remain on the main reinforced drive. Walking trail access by automobiles is limited to service vehicles and those with mobility issues with approval of Cemetery.

### **803. Alcohol Drug Use Prohibited.**

The possession or consumption of alcoholic beverages or illegal drugs within the Cemetery is strictly forbidden. The use of alcohol during memorial services must be approved in advance by the Cemetery, and will be done on an individual case basis.

### **804. Thefts and Damage.**

Except for the lawful owner thereof, no person shall remove any plant or flower, either wild or cultivated, from any part of the Cemetery. All persons are strictly forbidden to break or injure any tree or shrub, to damage any Memorial or to deface the grounds of the Cemetery.

The Cemetery is not liable for theft or damage to any personal property, including artifacts or personal effects, placed on or near Interment Spaces or elsewhere in the Cemetery.

### **805. Statuary, Benches, Chairs and Other Similar Objects.**

Unless authorized by the Cemetery, the installation of statuary, benches, chairs and other like items is prohibited.

### **806. Criminal Mischief Laws Will Be Strictly Enforced.**

The Cemetery grounds are sacredly devoted to the Interment of Human Remains and the provisions and penalties of law will be strictly enforced in all cases of intentional injury, disturbance and disregard of these Rules and Regulations.

### **807. Cemetery Employees.**

Visitors and Owners may not hire Cemetery employees nor pay them to perform any service related to operation of the Cemetery or that would create a conflict of interest.



### **808. Disorderly Conduct.**

No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

### **809. Off Road Vehicles.**

Off road vehicles shall not be driven through the Cemetery except by Cemetery personnel on Cemetery business.

### **810. Hunting and Discharge of Firearms.**

Other than law enforcement authorities, visitors may not bring, carry or use firearms within the Cemetery except in connection with a military guard of honor and military service or upon prior approval of the Cemetery. Except as otherwise expressly permitted by the Cemetery, hunting is strictly forbidden in the Cemetery. Visitors may not carry or use air or paint guns within the Cemetery.

## **XI. AMENDMENTS**

### **1101. Notice and Copies.**

A copy of these Rules and Regulations shall be made available for inspection at the Cemetery's office and on the website. Owners are entitled to request one set.

### **1102. Right to Revoke or Amend Rules.**

The Cemetery hereby reserves the right, at any time or times and without notice, to adopt new Rules and Regulations or to amend or repeal any existing rule or regulation.

### **1103. Exceptions and Waivers.**

Circumstances may arise in which the literal enforcement of these Rules and Regulations may impose an unnecessary hardship. The Cemetery reserves the right to make exceptions, suspensions, or modifications of any rule or regulation without notice when, in its judgment, a waiver is advisable. Any such waiver shall not be construed as affecting the general application of these Rules and Regulations.