

# MT. GLENWOOD MEMORY GARDENS WEST

## RULES AND REGULATIONS

*REVISED October 1, 2017*

1. When purchasing an Adult Interment Right, the consumer is only purchasing an Easement Right of Burial; this does NOT include any Real Estate. **SAID PURCHASE IS SUBJECT TO THE RULES AND REGULATIONS OF THE CEMETERY.** The size of said Adult Interment Right shall not exceed use of a #29 vault or grave liner with the inside dimensions of the casket protection not to exceed 29"WX86"LX26"H, OUTSIDE not to exceed 33"WX89"LX29"H.
2. The cemetery reserves the right at all times to prescribe the kind, design, size, symbolism, craftsmanship, quality and material of all memorials, inscriptions, monuments or markers, mausoleums, flowers or other embellishments in the cemetery and to set all policies and procedures regarding work of any type, services and charges for services, and to set hours for visiting grounds and office and performing work. Please check with our office for such guidelines.
3. Application with drawing of any Memorial to be placed in Cemetery must be signed by Interment Right Owner or heirs of deceased and firm that sold the stone, to be approved by cemetery management of Mt. Glenwood Memory Gardens, South, Inc... Setting time, manner of installation and policies of inscription, size and type to be determined by President of Mt. Glenwood Memory Gardens South, Inc... Memorials are to be inscribed with proper name and set flush to the ground only. Check with office for all memorial guidelines. Only cemetery staff is permitted to install headstones. Unauthorized installation of memorials of any type will result in the immediate removal of the memorial from the cemetery and will be discarded.
4. Gravesites are located by surveying gravesite and placement of proper Memorialization paid for by the Family. **It is the responsibility of the lot owner, next of kin or family of the deceased to place a memorial approved and installed by the Cemetery Authority for identification of the burial site when visiting the cemetery.** Interment Right owner must notify Cemetery Authority *immediately* after placement of stone of any error in placement so that the error may be corrected.
5. All work that can be performed by Cemetery personnel shall be so done, including all work agreed upon in the Collective Bargaining Agreement between Mt. Glenwood Memory Gardens South, Inc. and SEIU Local One. **Work orders requiring Special Care, i.e., raising or cleaning of markers/monuments, seeding or sodding of burial sites, inscriptions of memorials/markers, etc., may be provided at an additional charge and will be completed at the sole discretion of the Cemetery Authority.**
6. All photo copies, maps, new or replacement Deeds, Affidavits of Heir ship, Quit Claim Deeds, Annual Care or Endowed Care fees, evergreen and wreath disposal fees, etc., are to be paid by the Interment Right Owner, family member or their heirs unless otherwise designated by the President of Mt. Glenwood Memory Gardens South, Inc..
7. The Cemetery reserves and shall have the right to correct any error that may be made by its employees or persons in the location or placing of a memorial in the Cemetery or in the location or interment or entombment of human remains or cremated remains in a grave site, mausoleum or niche in the Cemetery. Interment Right Holder must notify the Cemetery Authority within **30 days** of the installation of stone, if any error has been made and within **48 hours** after the interment or entombment of remains, if any error has been made. Interment Right Holder or the purchaser of any non-deeded burial or memorial must come back to the office after the interment has been made or stone has been set, to obtain grave location and review grave location to make sure location in records reflect location of remains and the memorial has been placed on the proper grave within the above designated time period so as to avoid any problems in the future.
8. Cemetery reserves the right to select or require re-selection of Interment Rights. The Cemetery reserves the right to select a location for burial for "Pre-Need" contracts where the gravesite location was never selected by the Purchaser. In the event a grave cannot be occupied for any reason as

determined by the Cemetery Authority, the Cemetery Authority will require selection of another available gravesite within the cemetery at no additional cost to the consumer.

9. Interment or Interment Right must be paid in full before memorial work is initiated or interments take place, unless otherwise authorized by Cemetery Authority. Cemetery Authority has the right to remove any memorial that is not fully paid for at the time purchaser defaults on any Purchase Agreement between the Cemetery Authority and the purchaser, at the sole expense of purchaser or Interment Right Holder.
10. **Monuments or markers are the personal property of the individuals who erect them; the cemetery assumes no liability for their care and maintenance unless a specific agreement has been set up to provide same.** Cemetery insurance does not cover privately owned memorials and damage to memorials as a result of vandalism and acts of God. Cemetery is only responsible to replace portion of stone or memorial, if damaged by the Cemetery Personnel or refund money paid, less depreciation, whichever Cemetery Authority so decides. In the event a monument foundation has deteriorated to the extent that the monument has become unstable presenting a safety hazard in any form, the cemetery reserves the right to require a suitable replacement foundation or removal of the monument.
11. While a funeral or interment is being conducted nearby, all work of any description shall cease. All visitors shall move their cars out of the way of the Funeral Procession or be subjected to expulsion from the Cemetery grounds.
12. Interment Right owners and visitors are asked NOT to approach workmen in the cemetery. Interment Right Owners and visitors requesting work to be done on a burial site, burial site location or any Cemetery information are required to visit the office for work order requests and cemetery information. Cemetery employees are not authorized to do any work for families without a work order issued by Cemetery Administration.
13. Should any memorial become unsightly, dilapidated, or a menace to visitors, the Cemetery shall have the right to either correct the condition or to remove the same at the Interment Right Owner's expense and/or at the discretion of the Cemetery.
14. Cemetery Authority shall have the right to remove or drive over any monument, memorial or graves for access to any gravesite in preparation of interment or filling necessary graves in surrounding area and to reset any sunken memorial, or vault or grave liner that has shifted into another person's interment right area without any notice to any Interment Right Owner or family member.
15. Cemetery Authority shall have the right to drive over all interment rights to access other interment rights in the Cemetery for work related purposes.
16. No peddling, soliciting or loitering is permitted in the Cemetery at any time.
17. Deeds are issued only to consumers that pay for a Deeded Interment Right, separate of the opening and closing and concrete container. All Deeded Interment Rights are sold with Care. All Interment Right Deed transfers are to be recorded in the Cemetery Authority records.
18. No Deeds will be issued for Row Burials, discounted indigent or Package Burials.
19. Said package burials are sold with very limited care to be performed by the Cemetery Authority, with the Cemetery Authority designating whether the interment shall be in a multiple depth burial (meaning one interment on top of the other), or Single Depth grave, depending on price.
20. The purchaser of a Row burial or non-deeded multiple depth burial and all family members of the deceased buried in a Row Burial or non-deeded multiple depth burial grants approval to Cemetery Authority to move the remains of any person in order to gain access for the disinterment of remains that might be located in the bottom or middle berth of the burial.
21. The entity or person named in the Title to the Deed of said Mt. Glenwood Memory Gardens South, Inc. shall be considered as the Cemetery Authority and the entity or person in charge of writing the

Rules and Regulations exclusively. At the Present time the title to said Cemetery is held under the name of Mt. Glenwood Memory Gardens South, Inc.

22. Easements are owned by Mt. Glenwood Memory Gardens South, Inc., and may from time to time be eliminated and deemed as use for burial purposes; this shall include road and walkway easements. The decision to change or eliminate any such easement shall be at the sole decision of the President of Mt. Glenwood Memory Gardens South, Inc.
23. All roads, buildings, tools and equipment are the property of Mt. Glenwood Memory Gardens South, Inc., and it is expressly stated that no Interment Right Owner has any interest in said personal property or real property of the Corporation, unless designated in a purchase agreement between Mt. Glenwood Memory Gardens and the Trust of the Care Funds and paid for from Care Fund interest.
24. All interments, including the interment of cremated remains are required to have proper casket or urn protection made of concrete and steel, such as a grave liner, vault or urn vault. Cemetery Authority does not guarantee any vault or concrete outer burial container as being water proof or water resistant in any manner whatsoever. Any warranty on merchandise is the expressed warranty of the manufacturer only. Mt. Glenwood Memory Gardens South, Inc., offers no warranty of any kind on merchandise, expressed or implied.
25. Interment Right holder should contact Cemetery Office **annually** to see if Rules and Regulations have changed. Cemetery Authority requires immediate notification of address change of Interment Right Holder.
26. All Annual Care must be current for work to be done on any interment to take place in any grave to be billed under Annual Care. Annual Care payments are due by June 1<sup>st</sup> each calendar year. It is the responsibility of the Lot Owner or their heirs to submit Annual Care payments as outlined above to PO Box 332, Glenwood, Illinois 60425. Please contact Office Manager annually for the amount of payment required for the calendar year.
27. Interment Right Owner and their Heirs are responsible for their loved ones remains in the event of vandalism or a natural disaster, such as flooding, to pay for re-interment of said remains in the proper grave site or mausoleum and any re-building fees so required.
28. Cemetery Authority maintains the right of deciding whether or not a gravesite service can take place or if a common committal area service is necessary as a result of inclement weather, manner of burial or to accommodate persons with disabilities.
29. No entombment shall take place in the mausoleum unless the remains are embalmed and in a sealed casket.
30. All Disinterments are subject to guidelines, procedures and requirements set by the President of Mt. Glenwood Memory Gardens. Such procedures may change from time to time and according to circumstances that might occur or changes in case law. Check with cemetery offices for current requirements. **The cemetery reserves the right to require a Court Order for any disinterment; including but not limited to multiple-depth burials. Disinterments will be performed and executed only on burials where a sealed burial vault was installed for the original burial. No Disinterments will be performed during a time of natural disaster or pandemic of any kind.**
31. Any hazardous condition noticed by the Cemetery Authority may be corrected immediately by the Cemetery Authority without notice to any interment, entombment or inurnment right holder, including but not limited to fallen stone, sunken grave, sunken headstones and leakage from a crypt.
32. All interments shall have the opening covered by the end of the workday, as the workmen are able to do so, unless a hazardous event occurs or the Cemetery experiences equipment failure. The covering shall transpire as soon as we are able. No work shall be performed in front of the family or persons at the burial site.
33. Cemetery Authority reserves the right to require a chapel service or mock set-up off roadside if Concrete box is over #32 or a multiple depth burial.

34. ANY unauthorized person found driving over graves in Cemetery will be expelled.
35. No transfer of interment rights shall transpire without the approval of the Cemetery Authority and the proper fees being paid and legal documents being filed and recorded in the office of Mt. Glenwood Memory Gardens South.
36. New Rules and Regulations may be implemented from time to time for the benefit of all Lot Owners, changing burial customs and for the beautification and operation of the Cemetery. Please check with cemetery office annually for any changes.
37. No glass, clay, plastic or stone jars/vases or any containers of such construction; or any other hazardous material, including any decoration which could result in a projectile manner is **prohibited** and will be removed and discarded. Absolutely no solar lighting of any kind, fencing, rocks, gravel or any material constructing any type of border on or around the burial sites. **No balloons are permitted in the cemetery as they are not environmentally friendly. Flowers are encouraged in cemetery approved vases. Flower arrangements or any item placed at the gravesite will be removed when they become unsightly, scattered, or interfere with cemetery operations.** In order for proper maintenance of the cemetery, **the cemetery will periodically sweep and discard all decorations from the cemetery grounds without prior notice.** Any unsightly or distasteful decorations and/or items placed on burial sites will be removed and discarded from the cemetery at the direction of the maintenance manager without giving notice. **The cemetery, its employees, managers or any personnel are not responsible for theft, removal or vandalism of any decorations visitors place on the cemetery grounds and will not notify any person(s) if such an event should occur.**
38. Absolutely no firearms or weapons of any type will be permitted in the cemetery. Violators will be prosecuted to the highest extent of the law.
39. All lot owners or their heirs or assigns must approve by written consent in the office of the Cemetery Authority any interment to take place in their interment right. Cemetery reserves the right to require photo identification, the Deed to Interment Rights and 36 hours preparation time prior to opening of the gravesite.
40. **Any public gathering MUST be approved in writing by cemetery management prior to the date of the activity and at no time may interfere with any burial service or visitation of mourners.**
41. **CEMETERY PROTECTION ACT (765ILCS 835)** It is strictly prohibited by Illinois law to scatter or bury human cremated remains in the cemetery and is strictly prohibited unless arrangements are otherwise made with Cemetery Authority for scattering of cremated remains in an area developed and deemed for the sole purpose of scattering of human cremated remains. At no time are cremated remains to be scattered on any gravesite in the cemetery. Interment of cremated remains must be conducted by cemetery personnel and have required paperwork completed and burial permit accompany the cremated remains.
42. **CEMETERY PROTECTION ACT (765ILCS 835) provides that:** any unauthorized, non-related third party or person who enters any sheds, crematories, or employee areas; **any non-cemetery personnel who solicits cemetery** mourners or funeral directors on the grounds or in the offices or chapel of a cemetery before during or after a burial; any person who harasses or threatens an employee of a cemetery on cemetery grounds or buildings; or any unauthorized person who removes, destroys, or disturbs any cemetery devices or property placed for safety of visitors and cemetery employees; is guilty of a **Class A misdemeanor for the first offense and of a class A felony for a second offense or subsequent offense.**