**VINE STREET HILL CEMETERY ASSOCIATION**

RULES & REGULATIONS

**Article I**

Purpose

1. For the protection of the interests of all lot and grave owners, these Rules and Regulations are hereby adopted as those governing the general operations of the Cemetery.
2. The Cemetery Association, through its Board of Directors, may, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter, and/or repeal any rule, regulations, and/or article, section, paragraph, and/or sentence in these rules and regulations, and to make exceptions; but such exceptions shall not amend or repeal any rules or regulations.
3. The Cemetery’s Constitution, By-Laws, Rules and Regulations and the certificate of ownership and any amendments to any of the foregoing shall be the sole agreement between the Cemetery and the plot owner. Any and all statements, signed contracts of any sales agent not employed directly by the Cemetery are not legally binding by the Cemetery and the Cemetery accepts no liability. Any and all statements or promises made and not on a Cemetery Contract or agreement by any sales agent shall in no way bind the Cemetery legally and the Cemetery accepts no liability.

**Article II**

Definitions

1. “Association” shall be defined and means the organization or corporation owning, governing, or controlling the Cemetery.
2. The term “Cemetery,” as used in these Rules and Regulations, is hereby defined to mean The Vine Street Hill Cemetery Association.
3. The term “Grave or Burial Space (Site)” shall be used interchangeably and shall apply with like effect to one grave or burial space (site). However, this definition shall not create rights of membership.
4. The term “Lot or Plot” shall mean an area of ground containing several individual Graves or Burial Spaces (Sites) adjoining graves; to one or more than one adjoining crypts or vaults; or to one or more than one adjoining niches. However, this definition shall not create rights of membership.
5. The term “Level” is to be used for vertical Mausoleum and Columbarium”. However, this definition shall not create rights of membership.
6. The term “Interment” shall mean the permanent disposition of the remains of a deceased person. However, this definition shall not create rights of membership.
7. The term “Inurnment” shall mean the permanent disposition of cremains. However, this definition shall not create rights of membership.
8. The term “Entombment” shall mean the permanent disposition of a full deceased body in a Mausoleum. However, this definition shall not create rights of membership.
9. The term “Memorial/Marker” shall be defined as an individual memorial placed at a grave in conformity with adopted regulations governing. Such markers will either be set not more that 4 inches above surface or flush with the ground, dependent upon the requirements of the particular section, and solely for the purpose of identification or in memory of the interred deceased body in the ground. At Vine Street Hill Cemetery, in the newer sections, all markers or memorials are placed at the “foot” of the grave.
10. The term “Monument” shall be defined as any memorial up right structure other than a marker erected upon a lot, and shall be of approved construction and must abide by all the rules of the cemetery for Monuments. All monuments will be set so that the main inscription shall face the front of the lot, and the monument will be placed in the location best suited for that purpose. No upright Monument can be erected on any single grave and only allowed on Monument privileged lots.
11. The terms of Crypt or Vault means a space in a mausoleum of sufficient size used or intended to be used, to entomb full body, un-cremated, human remains. There is an exception see “Second Interment Rights”.
12. The term “Niche” shall be defined as a space in a columbarium of sufficient size used or intended to be used, to inurn a human cremated body.
13. The term “Second Interment Rights” shall be defined as a space purchased solely for the use of one human body. The Second Interment Rights are used for a second burial by way of Cremains to be placed over the already buried body. The Cemetery has the right to deny any cremains to be placed on an existing grave. This term is also used for the purchase of a full body ground burial grave and 2 sets of cremains are to be inurned. (See Article IV: Resolution 2-13-08-1 for further explanation.)

**Article III**

General Supervision of the Cemetery

1. This Cemetery is an association owned, governed and controlled by its lot owners, who are volunteers and by their votes into the election of Directors control the government of the Cemetery. Any person may become a member, by becoming the owner of one or more Cemetery lots; but no member shall have more than one vote.
2. This Association is a private association, and it reserves the right for all persons coming into the Cemetery to present proper identification to the Management for examination: also all machines may be brought to a full stop at the entrance; and further, this Association reserves the right to refuse admission to any one not a lot owner or relative of a person interred within said cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the cemetery.
3. Officers of the Association are empowered by law to enforce all by-laws, rules and regulations, and to exclude from the property of the Cemetery, any person violating the same. The Management is in complete charge of the Cemetery, has supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, plot owners, contractors, workmen, and visitors.
4. The management is responsible for the development, good order, and conduct of the Cemetery. It may take such action as is deemed necessary, though not expressly authorized by its rules, to protect the property of lot and grave owners, or the Cemetery from injury, to preserve peace and good order, for the safety of all persons within the cemetery.
5. Exceptions and modifications. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Association, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of these rules and regulations when, in its judgment, the same appear advisable; and such temporary exception, suspension, or modification shall in no way be construed as affecting the general application of such rule.
6. Once the casket is placed at site of interment, entombment, or inurnment, the Association reserves the right to refuse permission to allow anyone to reopen the casket or urn.
7. Visitors are reminded that these grounds are appropriated for the interment of the dead. It is therefore imperative that there shall be a strict observance of all the properties due the place. Trespassers are subject to criminal prosecution and to fine; and will also be subject to pay for such damage, and to repair such injuries as they may have occasioned.
8. The Association reserves the right to refuse admission to anyone not a lot owner, and to refuse any of its facilities to any person whom the management may deem objectionable to the best interests of the Cemetery.
9. All funerals, upon entering the cemetery, will be under the complete supervision, and in charge of the Management or employees designated to meet the funeral service and direct it to the grave location.
10. Persons refusing to be guided by or violating any of the rules and regulations may be, can be and will be removed from the grounds.
11. The Cemetery reserves the right to do all work upon lots by its own employees, including all grading, landscape work, and improvements of any kind, and all care on improvements of any kind, and all care on plots, all openings and closing of graves, and all interments, cremations, disinterments and removals. Qualified contractors may be involved in the handling of all vaults and building of monument foundations and setting of markers and corner posts, upon payment of such inspection fees as may be set from time to time by the Cemetery.
12. The Cemetery disclaims any responsibility for injury, loss, or damage, whether direct or collateral, from the acts of thieves, vandals, rioters, strikes, military enemies, military authority, and malicious mischief-makers; from all acts of Providence, including especially, winds, tornadoes, cyclones, hail, snow, frost, fire, explosions or lightning; and from all causes beyond its reasonable control and as also stated on the reverse side of our contracts.

**Article IV**

Interments and Disinterment

1. Interments and disinterment, in addition to being subject to these Rules and Regulations, shall also be subject to the laws, ordinances, or requirements, of the State of Ohio, the county of Hamilton, and the City of Cincinnati.
2. The right is reserved by the Cemetery to insist upon at least forty eight (48) hours notice prior to an interment, and at least one week’s notice prior to any disinterment or removal.
   1. The cemetery has adopted a five (5) day work week. Interments will be made on Saturday after 11:00 AM with an additional charge. Services ordered for a Monday must be received by 11:00 AM the Wednesday prior and the family or family representative must complete all Cemetery paperwork within 24 hours. The Cemetery may reschedule any service due to unforeseen circumstances that may affect the ability to complete an opening.
   2. The cemetery has the right to charge the opening and closing of any service where as the grave, crypt or niche has been prepared but the cemetery received cancelation notice AFTER the forty-eight hours prior to arrival.
3. No interments, disinterment, or removals shall be permitted on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas.
4. Interment services on week days must be so arranged as arrive in the Cemetery by 3:00 PM. The Association reserves the right to insist that services are concluded by 4:00 PM on week days and on Saturdays by 11:00 AM, or pay such additional charges as fixed by the Cemetery. Christmas Eve and New Year’s Eve all services must be completed by noon. No Sunday interments are permitted.
5. Interments shall be permitted only with the consent of the lot owner, or the person authorized (as may appear on record at the office of the cemetery).
6. Interments will not be made on lots or single reserved graves, against which there are any unpaid charges. Marker, Memorials, or Monuments will not be installed on any grave or lot where there are any unpaid charges.
7. Every interment shall be made in an outer container or vault of steel, or concrete, the structural design of which shall meet the requirements of the cemetery. The first burial if a “Second Interment Right” has been issued must have been made in an outer container of appropriate material.
8. Surface sepulchers are permitted on lots of proper size, providing the unit used has a granite top and not composition type. The minimum size lot for two graves will be 10’ by 20’ and four graves 20’ by 20’. In the use of these units, an appropriate foundation is a necessity. All requirements are on file at the administrative office.
9. When instructions regarding the location of a grave on a lot cannot be obtained, or are indefinite, or for any reason the grave or graves cannot be opened where specified, the management may open in such location on the lot as deemed best and proper, so as not to delay the funeral.
10. The Cemetery **shall not** be liable for any delay in the interment of the body, where a protest to the interment has been made, or where the rules and regulations have not been complied with, and, further, the Cemetery reserves the right, under such circumstances, to locate the body temporarily or until the full rights have been determined or until circumstances permit interment. The Cemetery shall be under no duty to recognize any protests of interments unless they are in writing and filed in the office of the Cemetery.
11. In the event a grave is opened adjacent to a previous interment on the same or adjoining lot and it has been impractical to protect the adjacent grave from damage, the Cemetery disclaims responsibility for such damage or subsequent settlement. The Cemetery reserves the right to charge for filling and re-sodding of the grave so damaged at the expense of the owner of the lot on which the new grave is opened.
12. The Cemetery Association shall not be held responsible for the execution of any order given by telephone, or for any error occurring from the failure to receive proper instructions pertaining to the funeral service or interment.
13. The Cemetery Association reserves, and shall have the right, to correct without liability for the payment of damages, any errors that may be inadvertently made by it either in making interments, disinterment, or removals, or in the description, transfer, or conveyance of burial rights, and to substitute and convey in lieu thereof other interment property of similar nature and location insofar as is possible, or as may be selected by the Cemetery Association, or in the sole discretion of the Cemetery Association. In the event error is in respect to the interment of the remains of a deceased person in such property, the Cemetery Association reserves, and shall have the right to remove and/or transfer such remains so interred to such other property of similar nature and location as may be substituted and conveyed in lieu thereof. The Cemetery Association shall have the right to correct any error made by it in placing an improper inscription, including an incorrect name or date on any memorial.

Resolution 2-13-08-1

1. Full human bodies of two or more persons shall not be interred in one grave; unless the grave site is considered as a Lawn Crypt designed for two full human bodies. The “Second Interment Rights” criteria are as follows: **A.)** Second Interment Rights are only for a full body sites. **B.)** If the grave site has a full body, the full body burial must have used an outer burial container and the Second Interment could only be Cremains. **C.)** If a full body grave site has one (1) set of cremains buried, the cremains must have used an outer burial container and the Second Interment Right is for a full body. The full body must also use an outer burial container. **D.)** An unoccupied grave site can contain two (2) sets of cremains providing they are of the same family or relatives thereof. If two (2) sets of cremains are purchased as a pre-need, the first interment must use an outer burial container. The containers for both the full body and cremains are restricted to the size and dimensions specified by the Cemetery.

**Full bodies of two or more persons shall not be interred in one single mausoleum crypt.**

1. All full bodies entombed in an above ground mausoleum must be embalmed and “Franklin Wrapped” or other protective covering, prior to sealing of the crypt. **B & C)** One full human body and one set of cremains may be place in one crypt. **D.)** Two sets of Cremains may be entombed in one single mausoleum crypt. The containers for both the crypts and columbarium are restricted to the size and dimensions specified by the Cemetery. Attached are diagrams showing all possibilities for “Second Interment Rights” either grave or mausoleum.

**SECOND INTERMENT RIGHTS**

**GROUND BURIAL**

**1**

**2**

**1**

**2**

**A**

**1**

**B**

**C**

**2**

**1**

**D**

**A**--- One full body burial example, (green box). The full body burial must have an outer burial container.

**The following are examples of second interment rights on example A:**

**B ---** One full body burial, (green box) a second burial of cremains, (red box).

The full body which was interred first must have an outer burial container.

The second interment was the cremains and need not have an outer burial container.

**C ---** One Cremains burial, (red box) and must have an outer burial container.

The second interment was the full body burial and must also have an outer

burial container, (green box).

**D ---** Two Cremains burials, (2 red boxes).

The both interments must have an outer burial container.

1. The Cemetery Association requires the exclusive use of lowering devices and artificial grass approved and arranged by the Cemetery in connection with all interments. The use of matting and casket placers is left to the discretion of the Management.
2. In making disinterment the Cemetery will exercise reasonable care and will not be held liable for any damage done to the casket, urn or any type of burial container. The Cemetery will not permit a member of the family to be present, but instead will permit a member of the clergy or licensed funeral director designated by the family to be present. The Cemetery shall not be liable for the payment of damages in connection with any injury to a casket or burial unit.
3. **Only the original lot purchaser/s** shall release, transfer, or assign any lot, or interest, or right of burial usage therein for a consideration in excess of what was paid at time of original purchase. All transfers of any kind shall not be valid without the consent of the Board of Directors being first obtained and entered on the books of the Cemetery. All transfers, assignment or right of burial paperwork shall go through the Vine Street Hill Cemetery Administration office. Vine Street Hill Cemetery Assoc. has the right to refuse burial on any transfer assignment or right of usage without Vine Street Hill Cemetery Assoc.‘s proper notarized paperwork. All paperwork for any transfers, assignments, or right of usage will accompany a copy of the original contract. Copies will go to all parties involved. All transfers; assignments, or right of burial transfers will go through Vine Street Hill Cemetery Assoc. Once transfers, assignments or right of burial transfers correctly documented and approved by the Vine Street Hill Cemetery Assoc. no other transfers, assignments or right of burial can occur.

17A. Vine Street Hill Cemetery does not repurchase unused ground, crypts, niches or any other contracted purchases from Vine Street Hill Cemetery Association. Lot owners or those showing right of burial can **donate** their burial plots back to Vine Street Hill Cemetery Assoc. All notarized paperwork will be processed through Vine Street Hill Cemetery Assoc. A letter of donation shall be sent to the “Donating Party/s” for their records.

1. Any disinterment of, cremains or full bodies are not permitted for personal monetary gain of the heirs of the original purchaser for resale in absolutely forbidden.
2. All additional items for the burial site either purchased thru the Cemetery or through an approved outside vendor is the property of the purchaser. Examples of additional items are markers, monuments, vases, flowers etc. The Cemetery shall not be liable for injury, loss, or damage, whether direct or collateral, from the acts of thieves, vandals, rioters, strikes, military enemies, military authority, and malicious mischief-makers, from all acts of Providence including especially, winds, tornadoes, cyclones, hail, snow, frost, fire, explosions or lightning; and from all causes beyond its reasonable control.
3. Vine Street Hill Cemetery abides by the rule of “Sequence of Inheritance”, beginning with the original purchaser for any vacant burial space purchased by the original purchaser. However, once a burial is made his or her spouse has automatic right of one burial space as long as the original spouse has not remarried.
4. The Cemetery prohibits any subdivision of plots and all who are interred in plot must have a vested interest or written authorization of all vested interested parties of the plot. All authorizations must be completed by the Cemetery Association and notarized signatures of all vested parties.

**Article V**

Control of Work By

Cemetery Association

1. All improvements, alterations, or additions on individual lots in the Cemetery shall be under the direction, and subject to the consent, satisfaction, and approval of the Cemetery Association; and, should they be made without its written consent, the Cemetery Association shall have the right to remove, alter, or change such improvements or alterations at the expense of the lot owner.
2. The Cemetery disclaims all and any responsibility for any damage or injury while with the utmost care in maintaining the area around raised lettering, carving or ornament on any memorial, or other structure on any lot.

**Article VI**

Decoration of Lots

1. In order to prevent conditions which would detract from the beauty, tranquility, and uniformity of the Cemetery, and to make the maintenance of the grounds as simple as possible, the following restrictions are imposed:
   1. Natural and artificial bouquets, sprays, wreaths, etc., will be permitted, but they must be used in a reasonable manner. Flowers which must be displayed in an upright position should be placed in an approved cemetery vase. We recommend an in ground type vase, which when not in use, may be inverted and placed completely below the level of the turf, installation limited to one per grave. Sprays and wreaths, if placed on the turf must be so arranged that they will not kill the turf while on the lot or grave. The use of wax flowers or candles, are not allowed as they will discolor the memorial. A wax flower or object on a memorial when in the direct rays of the sun will melt, and cause a stain impossible to remove. Potted plants are not permitted, and any plants brought to the Cemetery in violation of this rule, shall be removed from the lot or grave, and then destroyed. Bottles, tin cans, toys, boxes, stuffed animals, balloons of any type etc., are regarded as objectionable, and shall not be permitted to remain if placed on a lot or grave, but shall be removed and destroyed. Any decoration on the lot will be removed at the time of mowing or trimming during the grass growing months. All Christmas decorations, not removed by lot owner, will be removed the first 2 weeks of February the following year.
   2. The Cemetery Association disclaims any responsibility for the theft, or disappearance of any flowers, baskets, wreaths, vases, etc., and reserves the right to remove any natural or artificial flowers or other decorations, when, in the opinion the Management, it becomes desirable to do so. The Cemetery employees shall not attempt to find any flowers or decorations so removed or missing.
   3. The Cemetery Association reserves the right to plant, prune, fertilize, and remove all trees, shrubs, bushes, etc., and reserves the right to require that individual graves be placed in such a manner as to protect the plants and their roots. A lot owner desiring to do any planting, must secure permission from the management, and permission will only be granted if the improvement is in harmony with the general planting plan for the area. Any planting so approved must be done by authorized Nursery personnel or for additional payment to the Cemetery, but the Association will not be responsible for the plants installed, nor for their continued existence and growth. Any planting done or approved, shall be for the beautification of the Cemetery grounds and for the enjoyment of all who visit the Cemetery, therefore, no one shall be permitted to pick or cut flowers, leaves, or stems, from any plant growing in the Cemetery grounds.

**Article VII**

Roadways and Replotting

1. The right to enlarge, reduce, replot, and/or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify and/or change the locations or to remove or to regrade roads, drives, paths, and/or walks, or any part thereof, is hereby expressly reserved.
2. The Cemetery reserves the right and privilege, at any time or from time to time, to resurvey, enlarge, diminish, re-plat, alter in shape or size or otherwise to change all or any part of, any portion of, or subdivision of the Cemetery property which has been surveyed, mapped and platted. This includes right to lay, remove, close, modify roadways, walks or drives. The Cemetery also reserves the right to do so for the maintenance, and operating pipelines, conduits or drainage, electrical, or communication lines either above or below grounds.

**Article VIII**

Visitors and Miscellaneous

1. Children under fifteen years of age not accompanied by an adult, alcohol or controlled substances, fire arms (unless carried by members of a military, police, or other authorized Organizations, even if you have a permit to carry), dogs, noisy vehicles, and bicycles will not be admitted to the Cemetery grounds.
2. Persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery, or plants, or disturbing the birds or other animal life.
3. No loud talking or disturbing noises or actions shall be permitted on the Cemetery ground within the hearing distance of funeral services.
4. The throwing of rubbish on the drives or paths, or in any part of the grounds or in the buildings, is prohibited. Receptacles for waste material are located at convenient places.
5. Automobiles shall not be driven through the grounds at a greater speed than ten miles per hour, must always be kept under control, and driven on the right hand side of the roadway. Automobiles are not allowed to park or to come to a full stop in front of any open grave, unless such automobiles are in attendance at a funeral and then it should only be the hearse.
6. Peddling of flowers or plants, or soliciting the sale of any commodity, is prohibited within the confines of the Cemetery or within 50 feet of the cemetery gates.
7. The Cemetery grounds shall be open daily from 7:30 AM to 4:30 PM. The office will be open from 9:00 AM to 4:30 PM daily, excepting Saturdays when it will be open until 12 noon; and closed on Sundays and all designated holidays.
8. There must be strict respect for all property rights whether embraced in these rules or not, and the Cemetery Association shall have the power to prevent or disperse improper assemblages.
9. Persons in the Cemetery shall use only the avenues, walks, alleys, and roads, except where necessary to reach their lots. No personal vehicles are to be driven in the sections.
10. At the discretion of the Cemetery officials, vehicles may be prohibited from entering, if such vehicles, or their load, or their size and structure, tend to produce damage, or to interfere with any funeral service or any activity in the Cemetery then occurring or about to occur.
11. Signs, notices, or advertisements of contractors, stonecutters, funeral directors, or any other persons, will not be permitted on the Cemetery grounds.
12. The leasing of the flag in the open overnight or in the rain, is a desecration of the flag, and improper. Flags placed in the Cemetery will be removed at once if they become in the least soiled or damaged, and all flown flags on Cemetery property will be removed in any case immediately prior to Memorial Day and new flags flown.
13. All orders for work of any description and complaint of errors, care, etc., must be made at the office. Employees are forbidden to accept orders or instructions except as issued through the office.
14. No money is to be paid to any employee within the cemetery, for any type of service; gratuities are not permissible.
15. In case a lot owner shall fail to notify the Cemetery of any change in his post office address, any notice sent or required to be sent to the lot owner shall be addressed to him at the last known post office address appearing on the records of the Cemetery.

**Article IX**

Receiving Vault

1. When a body is to be deposited in the Receiving Vault, an order must be obtained from the Cemetery office under the same conditions as prescribed for interments.
2. No contagious disease cases will be placed in the Vault.
3. All bodies must be embalmed if stored within the Vault.
4. The Cemetery officials reserve the right to remove a body deposited in the Vault and inter it in a single grave at any time after the expiration of 30 days or other period for which payment has been made, or any time should the condition of the body render its interment necessary, due notice of which will be given to the relatives or to the funeral director.
5. The Cemetery will exercise reasonable care in the removal of such a body, but it shall assume no liability for damage to the casket.
6. No body will be deposited in the Receiving Vault between April 1st and November 1st, unless same is enclosed in an air-tight metallic casket, or hermetically sealed, zinc-lined box.

**Article X**

Specifications for Memorial Work

1. Memorial specifications are necessary to assure a sound and orderly operation, for the benefit of all Cemetery lot owners and the community.
2. To avoid the appearance of congestion, only one central or family memorial should be placed on a family plot. When the memorial is set at the rear of the plot it should be set at least 6” from the rear line.
3. For the best interest and protection of the lot owner, memorials, even for temporary use, of cement, artificial stone, composition, wood, tin or iron are not permitted.
4. Mausoleums or tombs, either wholly or partially above ground should be constructed only in lots designated by the Cemetery.
5. Plans, specifications and location of the mausoleum or tomb in lot are subject to the approval of the Cemetery Manager and Board of Directors.
6. For the protection of all lot owners, it is necessary that persons erecting, cleaning, or repairing memorials obtain a permit, and, in doing such work, comply with the reasonable directions of the Cemetery. The persons or firms requesting such permit may be required to furnish satisfactory evidence of their ability to properly perform the work proposed and liability insurance.
7. The Cemetery reserves and has the right to correct any error that may be made by its employees or by any other person/persons or company in the location or placing of a memorial in the Cemetery.
8. In time some memorials and markers become unsightly, dilapidated, or a menace to visitors the Cemetery shall have the right to either correct or remove at the expense of the lot owner.
9. Only the Cemetery shall have the right to remove monuments or markers from the property without written consent of the owner.
10. Out of respect, and for other obvious reasons, all work of any descriptions should cease while a funeral or interment is being conducted nearby. Trucks and workmen must withdraw to a reasonable distance from the location of the funeral service.
11. No one visiting or doing business with the Cemetery shall approach any other visitor for the purpose of soliciting any business within the Cemetery.
12. To properly perpetuate memory, all monuments, markers, mausoleums and tombs must be of first quality granite, and suppliers must warrant that such material will be free from sap and components which cause rust stains and from natural faults which might cause checks or cracks, and further that should any fault develop within five years from the date of placement in the cemetery the faulty stone will be replaced without cost to the Cemetery or lot owner, the supplier assuming the cost of fabrication in accordance with the long established custom of the industry. Further, if any fault resulting from improper finishing or lettering develops within five years from date of placement in the cemetery, the faulty stone will be replaced by supplier without cost to Cemetery, lot owner or quarry. All markers installed within the cemetery shall not be double faced. Only one side of the marker shall show an inscription.
13. Monument suppliers agree to set monuments in conformity with Cemetery requirements and in accordance with the trade standards or proper methods of handling and setting. If any fault resulting from improper setting develops within five years from date of placement in the cemetery, such fault will be rectified by the supplier without cost to Cemetery or lot owner.
14. For all foundations for monuments, markers, mausoleums, tombs, etc. installed by the Cemetery, a reasonable fee shall be charged. If any fault resulting from improper installation of foundations by the Cemetery develops within five (5) years from date of installation, the Cemetery shall rectify the condition without cost to others. Qualified contractors may install such foundations upon payment of inspection fees set by the Cemetery and they also warrant that if any fault resulting from improper installation of foundations develops within 5 years from date of installation, the cemetery shall rectify the condition without cost to others. Foundations will be full size of base of memorial and finished 2” below grade at top.
15. To be considered first class workmanship, a memorial is not to show unsightly point or tool marks or staining from processes of manufacture.
16. Size alone is not necessarily a measure of memorial value. Often a small memorial of select, sound material and exquisite workmanship will enhance the appearance of the plot more than mere bulk. Plot location should be studied and an effort made whenever possible to avoid having the memorial the same size and style as others nearby. The Monument Builder should be ready and willing to counsel with the lot owner and the Cemetery authorities on the memorial plan for the advantage of all concerned.
17. The size of a family memorial should be governed according to the size of lot. On small lots and on slopes, one piece memorials are recommended.
18. For harmonious appearance, where a base and name-stone are used, the base should be of the same material as the name-stone.
19. Individual grave markers turf levels of one piece only, are to be of sizes determined by the Cemetery. Individual markers, whenever possible in lots, should be placed at end of grave farthest from the base of monument. In single grave sections all markers should be placed as specified in plat in office.
20. The bottom of every stone should be dressed to an even level bed so that it will stand plumb, resting firmly and level on foundation. All joints on memorials should be sealed against moisture and with non-staining material.
21. To avoid errors it is required that a sketch drawn to scale (unless otherwise permitted) showing design and complete inscription in detail, with all dimensions, be submitted in duplicate and that approval in writing be secured from the Cemetery before the foundation for the memorial is installed. It is important that the approval of the material style and size of the memorial be secured before commencing work upon the memorial.
22. So that all memorials shall be in good taste, adding to the beauty of the cemetery, it is necessary that the Cemetery retain authority to reject any plan or design or specifications for a memorial which, in the sole discretion of the Cemetery, is judged to be unsuitable to the lot on which it is to be placed. It the plan for the memorial is rejected, such rejections shall be made within 15 days and an explanation given. Upon application, any rejection shall be reviewed by the cemetery at the next meeting of its Board.
23. Duplication of the design of any monument or mausoleum is an injustice to the owner of the original and therefore should not be permitted in a locality in noticeable proximity to the original without permission of the owner of the original.
24. The inscription or name on each monument or marker must correspond with the name and record in the Administration office, and no exceptions will be made.
25. Should any monument, mausoleum or tomb become unsightly, dilapidated, or a menace to visitors, the cemetery shall have the right at the expense of lot owner either to correct the condition or to remove the same.
26. Striving for surroundings of peace and beauty as a setting for monuments prohibits advertising of any description within the cemetery.
27. To encourage appropriate design and high quality of workmanship, identifying insignia, registered in the United States Patent Office, are permitted providing that such insignia are sand blasted into the material without pigmentation, and are not more than two square inches in total area.
28. Properly registered copyright notices are permitted.
29. All workmen employed by outside firms while within the cemetery are subject to reasonable regulations of the Cemetery.
30. The Cemetery at its expense may, without any liability, correct any error that may occur in the placing of a foundation or memorial.
31. The gold leafing, painting, coloring, enameling, lacquering, gilding or bronzing of letters or other parts of memorial is not recommended.
32. The reproduction of a photograph on glass, porcelain or other material attached to marker set flush with the ground is not recommended.
33. Monumental stone being a natural product, it is difficult to conform, through fabrication, to absolute dimensions. Therefore, it is recommended that the following tolerances be accepted:

When 4” to 10” inclusive in thickness the name-stone may have a tolerance of ½” over or ½” under the specified dimension. When more than 10” thick the tolerance may be ½” over or ½” under the specified dimension. Other dimensions of memorial may have a tolerance of ½” over or ½” under the specified dimensions.

1. Instructions and specifications for installing memorial foundations:
2. Material to be used shall be B-19 or that specified by the Cemetery.
3. When installing companion memorials the foundation must be centered over both graves.
4. All memorials except exact duplicates, must be set turf level and be filled around the outside perimeter and seeded.
5. All bronze markers shall have a granite base with minimum extension of 2” in width and shall not exceed 4” in length, or a concrete backing flush with the bronze marker. The foundation shall be the same as for granite.
6. All vases shall be placed as determined by the Cemetery.
7. Foundations for all monuments shall be set at the location established by the General Manager.
8. The actual foundation shall be at least 4” in excess of the length and 4” in width and shall be poured within 4” of the lowest elevation. The bottom of the foundation shall be flared 6” and a depth appropriate to the size and weight of the memorial.
9. Concrete used on monument foundations shall be 3500 PSI air entrained.
10. The monumental base shall be set not to extend above the lowest grade elevation no more that 10”. This may be altered to depend on the actual grade, slope and elevation, to conform with the lot on which the memorial is to be erected.
11. A lay-out and inspection fee will be assessed all outside contractors installing foundations.
12. The following standard operating procedures shall be observed by all outside contractors performing services within the confines of the Cemetery.
13. Prior to initiating or beginning any type of service or work it is necessary to secure an authorizing permit from the Cemetery office and present a signed authorization form by the lot owner requesting the service or work.
14. To secure a permit the outside contractor must supply proof of liability and property damage insurance with limits no less than $500,000. This proof must be in the form of a Certificate of Insurance from the insuring company with an automatic ten day cancellation notice to Vine Street Hill Cemetery.
15. In erecting memorials, they are prohibited from attaching ropes to other memorials, trees, or shrubs; and must refrain from scattering material over adjoining lots.
16. Damage done to lots, walks, roadways, trees, shrubs, lawns, or other property in the cemetery or belonging thereto, shall be repaired, and the cost of such repair be paid by the contractor.
17. Detailed plans and specifications for each individual contract must be submitted.
18. All fees, charges, must be paid at the time of applying for the permit, which includes the inspection fee, the immediate care and future care charges.
19. The actual work will be done under the supervision of cemetery personnel and all work must have a final inspection.
20. There shall be no permits issued for work on Saturday or Sunday.
21. No motorized equipment will be permitted within the Sections without specific consent of Cemetery management.
22. Upon completion or work, all materials, crates and other items must be removed and the area placed in acceptable condition.
23. Specification, fees and other requirements on file in the cemetery office for contractors inspection or study.

All markers will be set turf level except exact duplicates to existing markers on the same lot and they shall be installed to conform with existing memorials.

INDIVIDUAL MINIMUM SIZE 20” x 10” – 0-4”

MAXIMUM SIZE 24” x 12” – 0-4”

COMPANION MINIMUM SIZE 24” x 12” – 0-4”

MAXIMUM SIZE 56” x 16” – 0-4”

**Article XI**

Expense for Care of Grounds

* 1. The Cemetery reserves the right to make such assessments to lot owners as it deems necessary to preserve the Cemetery. Unpaid charges will be assessed against a lot or single reserved grave, collectible at time an interment is made.
  2. Repairs to graves, such as sodding or seeding, is an additional expense to the lot owner or single grave owner. All graves must be level with ground, and covered with turf, unless, as has previously been permitted in some sections, ivy is planted on the grave.
  3. Non-payment of yearly service charges for ivy planted graves will permit the Cemetery, after due notice, to remove the plant material, replace the area with turf, and charge the individual for the work. If the ivy is no longer thriving the Cemetery has the right to remove and seed and straw the grave.
  4. On any lot or single grave, where the turf has been put in a state of disrepair by the owner, or on which planting work, unauthorized, has been done, the turf shall be repaired by the Cemetery, and the individual charged for the work performed.

**Article XII**

Endowed Care

1. A trust fund as established by law shall be maintained from a portion of the funds received to complete the purchase of every burial space, and the interest return from such trust will be used solely for the operation and maintenance of the Cemetery, and the Cemetery is not obligated to perform services beyond the money received from said trust.
2. The money received for endowed care by the Cemetery Association, will be invested and kept invested as limited by law, and will be kept in the trust fund. Only the interest can ever be used for the upkeep of the Cemetery as stated by the Ohio Revised Code.

**Article XIII**

Pre Need

1. As adopted in the Banking Meeting held at Vine Street Hill Cemetery, May of 2018, a new account is to be opened for the reason of “Pre Need”. This account will hold and gain some interest as banking laws allow, for the sole purpose of Pre Need burials. As per written within the Ohio Revised Code. See excerpt on page 17:

## **1721.211 Preneed cemetery merchandise and services contract.**

(1) The greater of one hundred ten per cent of the seller's actual cost or thirty per cent of the seller's retail price of the merchandise and seventy per cent of the seller's retail price of the services to be provided under a preneed cemetery merchandise and services contract shall remain intact as a fund until the death of the person for whose benefit the contract is made or the merchandise is delivered as set forth in division (K) of this section. However, any moneys held pursuant to this section shall be released upon demand of the person for whose benefit the contract was made or upon the demand of the seller for its share of the moneys held and earned interest if the contract has been canceled as set forth in division (G) of this section.

(D) Within thirty days after the last business day of the month in which the seller of cemetery merchandise or services receives final contractual payment under a preneed cemetery merchandise and services contract, the seller shall deliver the greater of one hundred ten per cent of the seller's actual cost or thirty per cent of the seller's retail price of the merchandise and seventy per cent of the seller's current retail price of the services as of the date of the contract to a trustee or to trustees as described in division (C)(2) of this section, and the moneys and accruals or income on the moneys shall be held in a fund and designated for the person for whose benefit the fund was established as a preneed cemetery merchandise and services contract fund.

(G) This division is subject to division (I) of this section.

Any person upon initially entering into a preneed cemetery merchandise and services contract may, within seven days, cancel the contract and request and receive from the seller one hundred per cent of all payments made under the contract.

After the expiration of the above period, any person who has entered into a preneed cemetery merchandise and services contract may, on not less than fifteen days' notice, cancel the contract and request and receive from the seller sixty per cent of the payments made under the contract which have been paid up to the time of cancellation; except that, if a preneed cemetery merchandise and services contract stipulates a firm or fixed or guaranteed price for the merchandise or services for future use at a time determined by the death of the person on behalf of whom payments are made, the person who has entered into the contract may, if the merchandise has not been delivered or the services have not been performed as set forth in division (K) or (L) of this section, on not less than fifteen days' notice, cancel the contract and receive from the seller sixty per cent of the principal paid pursuant to the contract and not less than eighty per cent of any interest paid, up to the time of cancellation, and not less than eighty per cent of any accrual or income earned while the moneys have been held pursuant to divisions (C) and (D) of this section, up to the time of cancellation. Upon cancellation, after the moneys have been distributed to the beneficiary pursuant to this division, all remaining moneys being held pursuant to divisions (C) and (D) of this section shall be paid to the seller. If more than one person enters into the contract, all of those persons must request cancellation for it to be effective under this division. In such a case, the seller shall refund to each person only those moneys that each person has paid under the contract.