

ELMHURST CEMETERY  
1212 EAST WASHINGTON STREET  
JOLIET, ILLINOIS 60433  
RULES and REGULATIONS

And  
GENERAL INFORMATION

For Owners of Interment Rights of  
ELMHURST CEMETERY

ESTABLISHED 1908

JOLIET, ILLINOIS.

INDEX

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ELMHURST CEMETERY was organized as a CEMETERY corporation in 1908. It contains 85 acres. ELMHURST CEMETERY is centrally located and serves all of the County and surrounding suburbs.

ELMHURST CEMETERY offers a full range of CEMETERY services, including ground burial, mausoleum entombment, and columbarium niches for human remains.

ELMHURST, in accordance with Illinois law requires all customers to contribute to the perpetual/endowed care funds which are carefully invested to provide income for proper maintenance of the CEMETERY.

### CHAPEL

ELMHURST CEMETERY's chapel is for the convenience of Owners and guests' arrangements. In order to use the chapel, accommodations should be arranged at the CEMETERY office and any fees will be paid directly to ELMHURST CEMETERY.

### COMMUNITY MAUSOLEUM

A Garden Mausoleum is available for those who wish to be entombed. It is located near the Chapel and is available for public entombment. Individual crypts, family companion arrangements and Private Mausoleums are available. Niches for cremated human remains are also available.

### RULES AND REGULATIONS

All Rules and Regulations set forth are subject to change at any time. Rules and Regulations may change at any time to fit the needs of the CEMETERY.

## GENERAL RECOMMENDATIONS

Disposition of Interment Rights. It is highly recommended that all Owners make a definite disposition of their interment rights while living, by will or otherwise. Owners may change their minds as to their interment rights to the CEMETERY, specifying the interments to be made and that no remains now interred shall ever be disturbed or removed unless per the property Owner or court order. A certificate for this purpose may be obtained at the CEMETERY office.

## RULES AND REGULATIONS OF ELMHURST CEMETERY

### PREAMBLE

Every Certificate of Ownership issued to a lot purchaser in ELMHURST CEMETERY contains a provision that the grantee takes title, subject to the Rules and Regulations in force and which may be made in the future. These Regulations are as binding upon the purchaser as though they were incorporated in the Certificate of Ownership.

No Rule or Regulation has been made or will be made which is not designed to be of benefit to the Owners of the CEMETERY. Experience has shown that the adoption and enforcement of the Rules and Regulations are necessary to secure uniformity and to protect the interests of the CEMETERY and preserve its beauty. All persons are required to obey the Rules and Regulations and are requested to report any infractions of them on the part of others.

ELMHURST CEMETERY has an obligation to provide for the general maintenance of the CEMETERY grounds, including the lots, graves, crypts, niches, memorials, and markers therein. ELMHURST CEMETERY is able to fulfill this obligation, in part, from income realized from the sale of memorials, burial vaults, and all other CEMETERY merchandise. In addition, a percentage of the purchase price of some CEMETERY merchandise is placed in an irrevocable trust to ensure that there will be income available to maintain the CEMETERY in the years to come. When you purchase CEMETERY merchandise from ELMHURST CEMETERY you are helping to ensure the continued beautification of your CEMETERY.

### I. DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the meaning hereinafter defined, unless a contrary intention appears from the context of any particular Rule or Regulation.

- (a) "Burial" means the disposition of human remains by earthen burial in a grave.
- (b) "Care" means the general maintenance of a CEMETERY and of the lots, graves, crypts, niches, memorials, and markers therein within the sole discretion of ELMHURST CEMETERY; including cutting and trimming of lawn, shrubs and trees at reasonable intervals; keeping in repair the drains, water lines, roads, buildings, fences and other structures, in keeping with a well maintained CEMETERY; also overhead expense necessary for such purposes, including maintenance of machinery, tools and equipment for such care; compensation of employees, payment of insurance premiums, reasonable payments for employees' pension and other benefit plans, and maintaining necessary records of Ownership, transfers and burials.
- (c) "Casket" includes a coffin and means a rigid container designed for the encasement of human remains and customarily constructed of wood or metal, ornamented, and lined with fabric.
- (d) "CEMETERY" means the burial ground commonly known as ELMHRUST CEMETERY including, without limitation:
  - 1. all land dedicated, reserved, or used for interment purposes;
  - 2. all vegetation therein;
  - 3. all graves, mausoleums, crypts, columbaria, niches, or other interment spaces therein;
  - 4. all memorials and works of art therein;
  - 5. all roads, walkways, crematoria, and other structures of every kind therein;
  - 6. all equipment and facilities incident to the operation of ELMHURST; and
  - 7. all public rights of way.
- (e) "Deed"(Now referred to as "Certificate of Ownership") means the document by which ELMHURST conveys a right of interment, entombment, or inurnment.
- (f) "Interment" means the (a) burial, or (b) entombment of human remains or (c) inurnment of cremated human remains.
- (g) "Entombment" means the placement of human remains in a crypt.
- (h) "Inurnment" means the placement of cremated human remains in an urn and a placement of such urn in a niche, crypt, grave or other suitable location in the CEMETERY.
- (i) "Community Mausoleum" means a structure, above ground, or partially above and partially below ground, containing crypts and niches used or intended for use by members of the general public.
- (j) "Family (Private) Mausoleum" means a structure above ground, or partially above and partially below ground, containing crypts or niches,

- the use of which is restricted to approval by Owner.
- (k) "Crypt" means a space in a mausoleum used or intended to be used for the entombment of human remains.
  - (l) "Lot" means a grave, crypt, niche, or plot.
  - (m) "Grave" means a space of land in the CEMETERY used or intended to be used for the burial of human remains. Also referred to as an interment right.
  - (n) "Family Burial Estate" means an area of lots the use of which is restricted to a group of persons related to each other by blood or marriage.
  - (o) "Plot" means two or more adjoining graves, crypts, or niches.
  - (p) "Niche" means a space in a columbarium used or intended to be used for the inurnment of cremated human remains.
  - (q) "Interment Right" is a license or easement right to interment in a specific interment space.
  - (r) "ELMHURST" shall mean ELMHURST CEMETERY or CEMETERY as it's listed in this document.
  - (s) "COLUMBARIUM" A columbarium is a wall, room, or building with niches that store cremation urns. Also known as a cremation niche, a columbarium niche is a single compartment within the columbarium that holds a person's cremated remains.
  - (t) "Contractor" means any person, firm, or corporation or anyone engaged in placing, erecting, or repairing any memorial/monument or performing any work on the CEMETERY grounds other than an employee of the CEMETERY.
  - (u) "Installation and Maintenance" means the preparation of the earth to place a memorial and the future maintenance of the foundation.
  - (v) "Maintenance" means the maintenance of the CEMETERY as defined under care. (See subsection VI)
  - (w) "Foundation" means the base or foundation upon which a memorial is installed. A foundation must be approved prior to any placement by CEMETERY staff.
  - (x) "Owner" means the person or persons:
    - 1. to whom ELMHURST has conveyed a right or rights of interment; or
    - 2. who have acquired such right or rights by transfer in accordance with these Rules and Regulations; or
    - 3. who hold such right or rights by inheritance or heirship.
  - (y) "Memorial" means (a) a bronze on granite or granite marker identifying a grave or graves; or (b) a name plate or inscription identifying a crypt or niche.
  - (z) "Monument" means a memorial made entirely of granite which extends above the surface of the Earth, in upright form at least 24" high and 4' in length at the base. The monument should be no higher than 3'. Subject to Rules and Regulations of each section.
  - (aa) "Vault" or "Outer Burial Container" means any container or enclosure which is placed in the grave around the casket to prevent the collapse of the grave and/or to protect the casket.

## II. GENERAL RULES AND REGULATIONS

1. All lots in the CEMETERY shall be owned and held subject to the laws of the State of Illinois and the Rules and Regulations of ELMHURST now in force or hereafter adopted, whether or not the same appear in the Rules and Regulations annexed to the Deed or to the Certificate of Ownership to such lots or mausoleums. Lots should only be used for the interment of human remains.
2. ELMHURST reserves the right to compel all persons coming into ELMHURST to obey all Rules and Regulations adopted by ELMHURST. The Rules and Regulations are subject to change by ELMHURST at any time and without notice to any Owner.
3. The CEMETERY will be open and may be visited every day of the year from 7:00 A.M. until sunset even if the gates are open past sunset. The CEMETERY office will be open weekdays from 9:00 A.M. to 4:30 PM. Saturday 9:00 A.M. to 1:00 P.M. closed Sundays and major holidays with the exception of Memorial Day.
4. ELMHURST reserves the right to exclude any or all vehicles from the grounds which might in any way damage the roads within the CEMETERY grounds.
5. No unauthorized vehicles i.e., four-wheelers, ATV's, Snowmobiles, or any other off-road vehicles will not be allowed to enter the CEMETERY.
6. ELMHURST is not responsible for theft or damage to anything placed on graves or lots.
7. All persons entering the CEMETERY for whatever reason must display proper respect for the deceased and for the sacred burial grounds in which they are interred. **Touch nothing in the CEMETERY that does not belong to you. This is the only safe Rule to adopt in visiting the CEMETERY.** ELMHURST and the employees of ELMHURST may take such measures as the circumstances warrant in order to ensure strict observance of this basic principle. In addition, the following must be adhered to:
  - (a) Liquor or any other form of, will not be permitted on the CEMETERY grounds.
  - (b) ELMHURST reserves the right to remove anyone who is not an Owner, friend or a relative of Owner.
  - (c) No automobile shall be driven in the CEMETERY at a speed greater than 15 m.p.h. All vehicles shall be restricted to the CEMETERY roads and shall drive and park on the right side. Automobiles are allowed to turn around on the driveways or roadway and are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at a funeral. No undue noise shall be permitted in operating vehicles through the CEMETERY and only licensed drivers may operate vehicles within the CEMETERY grounds.
  - (d) Soliciting work in the CEMETERY by monument firms, outside contractors, peddlers, or any other persons is prohibited. No signs, notices or advertisements of any kind shall be placed within the CEMETERY, unless the same are placed by ELMHURST or with its permission. ELMHURST may



- remove and destroy any advertising without notice and without liability.
- (e) No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles, or similar articles will be permitted on any grave, lot, or trees. Visitors may not throw or scatter papers or other material on the CEMETERY grounds.
  - (f) The making of films on the CEMETERY grounds will not be allowed without a permit from ELMHURST.
  - (g) All live streaming/social media feeds should not infringe upon other lot Owners' privacy. Any live streaming or social media feed should not include any memorial or monument displaying a family name without the express consent of ELMHURST or the lot Owner.
  - (h) Children under the age of fourteen years must be accompanied by an adult on the CEMETERY grounds.
  - (i) No person or persons, other than an employee of ELMHURST, shall be permitted to bring or carry firearms within the CEMETERY except Military guard of honor and then only when under the command of an Officer, during a Military Service and with the approval of ELMHURST.
  - (j) All persons are forbidden to break or injure any tree, shrub, or mark any landmark, marker, or memorial or in any way deface the grounds of the CEMETERY.
  - (k) No horseback riding is allowed. Any other animals must be leashed on CEMETERY grounds. All waste produced by the animal should be removed by the animals' caretaker.
  - (l) All persons are forbidden to hunt, fish, feed or disturb the fish, fowl, or other animals about the CEMETERY.
  - (m) No wooden or cast-iron bench or chair, or any wooden or wire trellis shall be permitted to be or brought upon the grounds.
  - (n) No person shall enter or leave the CEMETERY, except by use of the private entrances furnished by the CEMETERY for the use of the public.
  - (o) Any person found on the grounds after closing hours as posted will be considered a trespasser.
  - (p) In sections of ELMHURST where a key is required for entry, each Owner of a lot within those sections will be provided with one key. Owners should be very cautious in the distribution of the key and should only allow the immediate family the use of the key.
  - (q) Any grave covering is prohibited unless approved by CEMETERY management.
  - (r) Any flowers must be placed in approved plastic or wood containers. Glass containers are not allowed.
  - (s) Trinkets, glass vases, candles, vigil lights, shepherd's hooks, decorative stones, or border edgings are prohibited and will be removed by CEMETERY personnel.
  - (t) Grave decorations must not interfere with CEMETERY operations or regular

- lawn maintenance. Such decorations will be removed by CEMETERY personnel.
8. In the event trees or shrubs situated on any grave shall by reason of their roots, branches or otherwise, become detrimental to adjacent graves or paths, or become unsightly or inconvenient and hazardous to visitors or employees of ELMHURST; or if any memorial, mausoleum, or any other construction situated on a grave has fallen, is in a damaged condition, unsightly or in such need of repair as to cause a hazard or possible injury or danger to passengers, pedestrians or employees of ELMHURST, ELMHURST shall, upon notice as hereinafter provided, have the right to enter upon said grave or lot and to remove, repair or otherwise remedy the condition at the expense of the Owner.
  9. Each year the CEMETERY undergoes a Spring and Fall cleanup. No decorations are permitted March 15-31 and October 15-31. If you wish to save your decorations, be sure to remove them prior to cleanup start dates. All decorations left on graves during these cleanup periods will be removed.
  10. Prior to invoking the Rules set forth above ELMHURST shall give fifteen (15) days' notice by regular or, when possible, electronic mail to the last known Owner or next of kin at its last known address to rectify any of the conditions referred to therein. In the event the said Owner or next of kin, does not comply with such notice, ELMHURST may proceed without further notice as provided in these Rules.
  11. ELMHURST reserves, and shall have, the right to correct any errors that may be made by it either in making interment, entombment, inurnment, or disinterments or removals, as well as memorials or monuments per Illinois law 765ILCS 835/14.5. Notice under this section shall be by certified mail or by other delivery method that has a confirmation procedure. Nothing in this section shall make a CEMETERY financially responsible for the correction of encroachments that are directly or indirectly caused by the Owner of the interment, inurnment, or entombment right or by his or her heirs or by an act of God, war, or vandalism. The CEMETERY shall be financially responsible for the correction of all other encroachments covered by this section.
  12. All persons within the CEMETERY grounds shall use only the avenues, roads, walks and paths and shall have the right of access over the paths and walks in the area in which the grave or lot they are visiting is located, and ELMHURST shall not be liable for any injuries sustained by any persons violating this Rule.
  13. ELMHURST shall take reasonable precaution to protect Owners, and the property rights of Owners, within the CEMETERY, from loss or damage, but ELMHURST shall not be liable for damage or injury to any person or property in the CEMETERY, except for its own willful misconduct or gross negligence. ELMHURST distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, or order of any military or civil authority,

whether the damage be direct or collateral, other than as herein provided. Persons entering the CEMETERY grounds or buying property herein, are licensees and assume every and all risks.

14. ELMHURST shall not be liable for damage to or destruction of any structure, including but not limited to granite, bronze, or concrete work on any lot from causes beyond its reasonable control, including but not limited to the elements, Acts of God, the common enemy, thieves, vandals, strikes, lockouts, malicious mischief, explosions, war, riots, or by orders of any military or civil authority. In the event of any such damage or destruction, ELMHURST may at any time, thereafter, give a fifteen (15) day written notice of the necessity for the replacement, repair, resetting or reconstruction thereof to the Owner of the lot as shown upon its records by mail according to CEMETERY records. In the event such Owner fails to replace, repair, reset or reconstruct the same within the period specified in said notice, ELMHURST may at its discretion enter the said lot, cause the same to be repaired, reset, or reconstructed, and charge the expense thereof against such Owner, but nothing herein contained shall obligate ELMHURST to render any such service.
15. Unless in compliance with other requirements of these Rules and Regulations as set out in Article VII herein, all labor and equipment for interments, disinterments, entombments, inurnments, and excavations for memorials and the construction of foundations, walks and curbs, shall be performed solely by ELMHURST at the expense of the Owner, who shall pay the same in advance. Due to the requirements for the health and safety of ELMHURST'S employees in performing their duties of placing the casket and human remains into a crypt, the sealing of the crypt and the installation of the crypt front, or in handling the equipment for the refilling of a grave, the family, friends and visitors, other than employees of ELMHURST, will be asked to remove themselves from the view of the crypt or grave when an entombment or interment is being made.
16. ELMHURST shall make the final determination as to the grading of a grave, and all construction erected thereon shall be in conformity therewith.
17. For the purpose of performing work on any lot or other part of the CEMETERY, including the making of interments, disinterments, excavations for any other purpose, or for repairs or improvements, ELMHURST reserves the right temporarily to enter upon and use adjoining areas, including lots or graves, to receive such machinery and materials as may be necessary to perform all the work in connection therewith and shall restore such area as quickly as possible.
18. ELMHURST reserves the right to change the boundaries or grading of the CEMETERY, including the right to modify, relocate, re-grade or eliminate roads, drives and/or walks. It also reserves easements and rights of way under, through and over the CEMETERY grounds and any and every part thereof and a right of ingress and egress over any and all lots in the CEMETERY for the purpose of passage and repassage to and from other lots and other parts of the CEMETERY in order to perform the necessary work and services in the CEMETERY.
19. No memorial, tree, plant, object, or embellishment shall be altered or removed from a lot, grave or crypt except by the CEMETERY unless approved by ELMHURST CEMETERY management.
20. All charges of ELMHURST must be prepaid. Under Illinois law ELMHURST is

required to charge a mandatory care fund deposit at the time of an interment or entombment in a lot, grave or crypt purchased prior to January 1, 1948, on which no deposit was previously paid to ELMHURST's care fund. No interment or disinterment will be permitted, and no memorial or embellishment placed upon any lot, grave, crypt, or niche against which there is any charge or fee of ELMHURST or mandatory Illinois care fund deposit due and unpaid. ELMHURST shall have the right to change its charges and fees from time to time.

21. Violators of the Rules and Regulations of ELMHURST CEMETERY or trespassers are subject to fines and or outcomes as pertains to the Cemetery Protection Act 765 ILCS 865.

### III. RIGHTS OF OWNERS

1. Interment rights can be purchased in ELMHURST only with the written approval of ELMHURST and subject to the Rules and Regulations of ELMHURST now or hereafter adopted by ELMHURST and for the purpose of interment only. This provision applies to all sales whether made directly by ELMHURST or sales made by Owners.
2. A right of interment is an easement right to interment in a specific location. All rights of interment in the Cemetery whether conveyed or transferred shall be held subject to (a) All applicable laws and governmental Regulations; (b) All By-Laws and Rules and Regulations adopted by ELMHURST.
3. The individual(s) named in the Deed/Certificate issued and of record will be presumed to be the Owner(s) of the Right of Interment unless the Cemetery receives written notice to the contrary.
4. A Deed/Certificate may be issued to an individual, to husband and wife as tenants by the entirety, or as joint tenants.
5. A vested right of interment is one in which the individual holding it has a superior right to its use which is not defeasible by anyone other than the Owner or someone else who has a similar vested right. The spouse, children, and parents of the certificate Owner of record of more than one interment right have vested rights. The spouse of an Owner has a vested right of interment in the space superior to any other person even if they became the spouse after the rights were acquired. No transfer or other action of the Owner without the written consent of the spouse of the Owner divests the spouse of a vested right of interment. A vested right of interment may be released by waiver, or in the case of a spouse by divorce, unless it is otherwise provided in the divorce decree. No vested right of interment gives the right to be interred where any deceased person having a prior vested right of interment has been interred, nor does it give the right to have the remains of more than one deceased person interred in a single interment space in violation of these Rules and Regulations.
6. When an interment of the Owner or a member of his family has been made in a plot, thereafter, unless ELMHURST is otherwise directed in writing by the Owner, the plots shall be held as the family plot of the Owner and no rights of interment therein may be transferred to nonfamily members unless such a disposition was made by the Owner in a will by a specific devise, or by a written declaration filed

and recorded prior to his death in the office of ELMHURST. In a family plot, the following shall have preference as to use:

- (a) One right of interment may be used for the Owner's interment;
  - (b) One right of interment may be used by the Owner's surviving spouse, if any, who has a vested right of interment in it;
  - (c) If any rights of interment are remaining, children of the deceased Owner, "in order of death;" may be interred with the consent of any other person claiming any interest in the rights;
  - (d) If no child survives, the right of interment goes in order of death, (a) to the spouse of any child of the record-Owner, and in order of death, (b) to the next heirs at law of the Owner or the spouse of any heir at law.
  - (e) Second Right of Interment is a fee charged by Elmhurst Cemetery when an Owner wants to bury two sets of remains, whether urns or casket, in a single space. When you purchase a cemetery plot, you don't buy the property. You buy the right to be interred in that specified piece of land. This applies to graves, mausoleum spaces, or niches for ashes. When you want to bury two sets of remains, the Owner of the space must pay for the Second Right of Interment. Elmhurst Cemetery allows a Second Right when the legal purchaser of an interment right can make the decision to place a Second Interment Right. Elmhurst Cemetery does not allow a Second Right of Interment in any of its niches.
  - (f) Elmhurst Cemetery only allows for one single casket burial per purchased plot. An Owner can purchase a Second Right and place cremated remains on top of a casket, or two sets of cremated remains on a single plot.
7. The subdivision of interment rights is not allowed without the consent of ELMHURST, and no one shall be buried in any lot in which the rights have been subdivided, except by written consent of all parties interested in such lot and of ELMHURST.
  8. If no interment is made in an interment lot which has been transferred by Deed/Certificate to an individual Owner, or if all remains previously interred are lawfully removed, upon the death of the Owner, unless they have disposed of the lot, either in their will or by written declaration filed and recorded in the office of ELMHURST, the lot descends to the heirs at law of the Owner subject to the rights of interment of the decedent and their surviving spouse. The disposition of the remaining spaces in said lot by will may be either by specific devise or residual devise of the lot. For the purpose of legal transfer by Deed/Certificate ELMHURST will interpret wording such as "all the rest and residue of my estate" or the term "property" real or personal to include interment privileges in the said lot. Unless there is language to indicate a different intention it will be presumed that the testator intended to include such interment privileges in the bequest or devise of other property. An individual or joint tenant property Owner may create a remainder estate in an interment lot by the inclusion in the Deed/Certificate of an additional name Owner. This provision is added to preclude the abandonment of interment property, so that at the time of death of the original Owner or Owners there are unused interment spaces, title to remaining space or spaces shall vest in the person named to receive such remainder. Such remainder Ownership shall be subordinated to the interment rights of the original Owner or Owners and shall be effective only if there are unused interment spaces at the time of death and interment of original Owner or Owners.
  9. When there are multiple Owners of rights of interment, they may designate one or

more persons to represent their interests by filing written notice with ELMHURST. In the absence of such designation no one shall be interred in any lot in which they have no interest, without the written consent of all parties who have an interest in the lot and ELMHURST.

10. ELMHURST is authorized to permit the use of an unused interment right by a person entitled to its use if it receives an affidavit by a person having knowledge of the facts setting forth: (1) the fact of the death of the Owner and the name of the person or persons entitled to the use of the right of interment; or (2) the fact of the death of one joint tenant, proof of the identity of the surviving joint tenants or their successors in interest, and the written direction of the surviving joint tenants or their successors in interest.
11. Subject to these Rules and Regulations and the Laws of ELMHURST, interment rights are freely transferable. Upon the receipt of written instructions or a certified copy of a will containing specific devises from the deceased Owner of record, ELMHURST shall, however, restrict interments to the persons designated in the authorization or devise. No transfer of a family burial estate will be accepted by ELMHURST after interment of the original Owner or Owners, except for the interment of family members, or others as designated in writing or by a will by the Owner or by court order.
12. ELMHURST may exchange interment rights when desired by Owner, but not for interment rights of lesser value. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by reconveyance, if considered necessary, before any change is affected.
13. No transfer or assignment of any right of interment, or interest therein shall be valid until accepted in writing by ELMHURST on ELMHURST's forms and recorded in the books of ELMHURST. The right or interest must be reconveyed to ELMHURST; ELMHURST shall then issue a new Deed/Certificate to the new Owner. ELMHURST may also refuse to consent to a transfer or to an assignment as long as there is outstanding any portion of the purchase price, or the deposit required to be made to ELMHURST's care fund due from the record-Owner. Under Illinois law ELMHURST is required to collect an additional care fund deposit for all transfers of rights of interments or interest therein to anyone other than a spouse, parents, grandparents, children, and siblings of the transferor. This procedure is required in order that ELMHURST may at all times have a complete and accurate record of all Owners and Purchasers. It shall be the duty of the Owner(s) to notify ELMHURST of any change in the Owner's post office address. Any notice sent to an Owner at the last address on file will be considered sufficient and proper legal notification for all purposes whether or not such purposes are specified in these Rules.
14. ELMHURST may fix a charge for all transfers of Ownership, lots, vaults, bronze, niches, or crypts. No transfer of Ownership shall be complete or effective until all charges are paid.

#### IV. INTERMENTS

1. No interment shall take place without an authorization, order or burial permit signed by the person or persons authorized by law and/or by the lot Owner or Owners and the payment of all of the required charges, including the care fund deposit required by Illinois law for Owners who acquired their interment rights prior to January 1, 1948. The same shall designate the location of the lot to be used. ELMHURST shall be entitled to rely on the accuracy of the information set forth in such burial permit and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be interred. Societies, lodges, or religious institutions owning lots must give written orders for interments, signed by their President, Secretary, or someone with the proper authorization.
2. Orders for interment may, at the option of ELMHURST, be received by telephone only in an extreme emergency, from the Owners or their assigns on record at the Cemetery office. ELMHURST shall not be responsible for any error that may be made in accepting a telephoned interment order. ELMHURST at its discretion requests its Owners to make all interment arrangements at the cemetery office.
3. Orders for interment must be received and paid for, 24 hours prior to interment, and the following information furnished: (a) name and age of the deceased; (b) lot, section and block number; (c) name of Owner of interment space; (d) name of funeral director; (e) exact size of burial container; (f) date of interment and time of arrival at Cemetery; (g) name and address of the next of kin. Sunday or Holiday interments will not be permitted. Exceptions to this Rule will be made only when so ordered by the courts.
4. All casketed funerals upon reaching the Cemetery shall be under the supervision of ELMHURST. All casketed funerals must be accompanied by a licensed funeral director. Before the interment may proceed, such funeral director must supply Cemetery staff with all necessary permits and authorizations.
5. No casket may be opened, or reopened, and no items may be removed without the order of appropriate civil authority, or by authority of an officer of ELMHURST.
6. The use of an outside burial container is required for all burials. All burial vaults or other containers must be constructed of concrete or of other composition approved by ELMHURST. Wood boxes are not permitted. The requirement of such a container is not solely for purposes of protection from the environment, but to insure against cave-in, so that the cemetery ground shall remain safe for maintenance and ingress and egress. The outside burial container dimensions shall not exceed forty (40) inches in width and nine (9) feet in length. ELMHURST reserves the right to require the use of two spaces if any oversized container is required.
7. ELMHURST shall not be liable for any delay in interment due to failure to comply with its Rules and Regulations, inclement weather, strikes, unforeseen

underground obstructions, the filing of a protest, or other circumstances beyond ELMHURST's control.

8. Only one interment shall be permitted in each grave, except where one occupies a space of less than three feet in length. Two or more interments of cremated remains or the interment of an adult and one interment of cremated remains may be allowed together. Only one entombment shall be permitted in each crypt, except where crypts allow for companion entombment.
9. No interment will be permitted beneath any path, walk or road, whether shown on the maps of ELMHURST or actually in existence. ELMHURST reserves the right to decide the depth and size that a grave shall be dug in the earth, subject to legal and health requirements.
10. Grave location must be approved by the Owner or their authorized representative in writing on the Cemetery Interment Authorization Form. This form shall be kept as part of the Cemetery permanent records.
11. Scattering of cremated remains over the Cemetery or over a specific lot is **strictly prohibited**.
12. Tents, artificial grass, lowering devices, and other equipment owned by ELMHURST, shall be used exclusively in making interments and disinterments, except when an outside vendor is approved.

## V. CEMETERY MAINTENANCE

1. The term "maintenance" refers to the maintenance of the Cemetery in its entirety. It shall consist, among other things, of the general maintenance of the public walks and roads in the Cemetery, the general maintenance of the Administration Building, garages, fences, equipment, and records used in the proper administration, protection and operation of the Cemetery. It shall not include special care of graves, or any shrubs, memorials, or other structures situated thereon.
2. The net income from the perpetual care fund shall be expended by ELMHURST in such manner as will, in its judgment, be most advantageous to the Owners as a whole, and in accordance with the purposes and provisions of the laws of the State of Illinois applicable to the expenditure of the funds. ELMHURST is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the net income from said funds shall be expended, and it shall expend the net income in such manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the cemetery grounds, mausoleum or columbarium. It may also expend the income from the funds for attorneys' fees and other costs necessary to the preservation of the legal rights of ELMHURST.



## VI. CARE AND CARE FUNDS

1. The entrance to every lot must at all times remain unobstructed. No entrance sills or enclosures of any kind, including, without limitation, beds of stone, concrete, metal or plastic, hedges, shrubs, posts, bars, chains, and rails shall be permitted on graves or plots.  
Grave mounds will not be allowed, and no lot shall be raised above the established grade. No shells, stones, pebbles, etc. may be used to decorate graves or plots. Cut flowers only are permitted in the vase of the granite or bronze lawn level marker. No glass jars, bottles, tin cans, crockery or earthenware pots are permitted.  
If, in order to open a grave to make an interment or disinterment, ELMHURST at any time deems it necessary to remove existing or improper hedges, shrubs, posts, bars, corner markers, entrance sills, enclosures or parts of enclosures, it may remove and dispose of the same without any liability and without responsibility for the replacement or cost of replacement thereof.
2. Placing potted flowers, plants, artificial flowers, summer wreaths or baskets on lots and graves is not permitted between March 15- March 31 and between October 15 – October 31 as these are deemed Cemetery clean up days. Any items remaining on the graves WILL be removed by Cemetery staff.
3. No other plantings will be permitted in the Cemetery other than as provided in the bulletin by the Cemetery covering Regulations for cemetery decorations, which is available at the Cemetery Office and by this reference is incorporated herein. No person shall pluck or remove any plant or flower, whether wild or cultivated, from any part of the Cemetery. The digging of holes by anyone other than ELMHURST's personnel for any purpose whatsoever is strictly prohibited and against Illinois Cemetery Law.
4. ELMHURST shall have the right to refuse care and/or planting orders at its discretion.
5. All work and all planting of any kind on all lots and graves is strictly prohibited, except in designated areas. Cut flowers may be used at any time.

6. No money/tips shall be paid to the attendants on the grounds. The entire time of the persons regularly employed on the grounds belongs to ELMHURST. All orders, inquiries and complaints must be left at the office.
7. All persons are strictly prohibited from picking flowers, removing turf, trees, or shrubs, or in any way altering or marking any property within the Cemetery not specifically belonging to them, or in any way defacing the Cemetery grounds.
8. ELMHURST assumes no responsibility for vase units.
9. Any planting, decoration or other object(s) placed on or above a grave or lot shall be removed, when in the judgment of management such action is warranted and in the best interest of the Cemetery. Holders containing flowers or other decorations will be removed as soon as the flowers fade, and wither and the right is reserved by ELMHURST to make such removal. Also, winter wreaths will be removed at such time as is specified by the Officers of ELMHURST.
10. Nothing hereinabove contained shall be deemed to prohibit care of a grave by the Owner or his duly authorized representatives. All rubbish made by such Owners or other representatives must be removed by them immediately after completion of the work to such places of deposit as may be provided.
11. Owners will not be permitted a flower bed or shrub plantings in designated sections of ELMHURST which are exclusively lawn level memorialization.
12. The general care of the entire Cemetery grounds and lots is assumed by the Cemetery under the provisions of a Care Fund Trust Agreement. General care, however, does not include any special care. Estimates for any special care or work will be made by ELMHURST upon application, and charges for the work must be paid in advance.
13. ELMHURST has established and maintains Perpetual Care Funds. The funds are administered by ELMHURST according to Illinois Law. The principal of the funds shall be invested according to Illinois Law and the income may only be used for the care, maintenance, and embellishment of the Cemetery in accordance with Illinois Cemetery Law and the resolutions, by laws or other actions or instruments of ELMHURST and for no other purpose.

14. The amount to be collected from each purchaser of a cemetery lot, lawn crypt, mausoleum or columbarium shall be equal to, or more than, the minimum amount required by law. If there is no amount specified by law, then it shall be an amount as determined by ELMHURST which is sufficient to yield an income for the proper perpetual care of such structure or property.

## VII. OUTSIDE CONTRACTORS

1. Prior to initiating or beginning any type of service or work on the cemetery grounds, all outside contractors shall secure an authorization permit from ELMHURST.
2. All outside contractors employed by Owners to work upon their lots in any capacity must give notice at the Cemetery Office. No work will be started or completed until approved by Cemetery Office.
3. All contractors must furnish to ELMHURST detailed plans and specifications for each individual contract. As well as provide proof of being licensed, bonded, and insured.
4. All outside contractors performing work on the Cemetery grounds shall present and file at the Cemetery office a surety bond from a responsible insurance company authorized to do business in the State of Illinois, in an amount to be determined by ELMHURST, containing an automatic cancellation notice to ELMHURST, guaranteeing to indemnify ELMHURST or Owner for any damage caused to any lot or to the property of ELMHURST.
5. All work performed in the Cemetery by outside contractors shall be in accordance with the standards and specifications for such work as performed by ELMHURST employees for the same type of work. All work performed by outside contractors shall be supervised by ELMHURST to assure compliance with the standards and specifications. All work is subject to a final inspection by ELMHURST.
6. No contractor, or other person will be permitted to work in the Cemetery on Sundays, legal holidays, or before 7:00 A.M. on weekdays, and all workers must leave the Cemetery grounds no later than 4:00 PM.
7. All workers of contractors are subject to the supervision of ELMHURST and any

workman failing to comply with these Rules and Regulations will not be permitted to work in the Cemetery.

8. ELMHURST in no event assumes any liability to anyone by reason of its granting approval to any outside contractor to perform work at the Cemetery. If, in the opinion of ELMHURST, any work or material furnished shall be improper, it may reject the same; and if the work has already been done or the said material been delivered, ELMHURST may remove the same or, if in its opinion the same may be put in proper order, ELMHURST may at its discretion put the same in proper order at the expense of the outside contractor.
9. If in the opinion of ELMHURST it is necessary to make a survey before a contractor performs work or furnishes material, ELMHURST may make a survey and may fix and collect from the contractor a reasonable charge. All corner stakes must be laid out by ELMHURST and the grade of all lots will be determined by ELMHURST. The contractor shall be governed thereby.
10. No work will be allowed to be left in an improper and unfinished state, and should such occur, ELMHURST may complete or remove same at the expense of the Owner.
11. No motorized equipment will be permitted within the sections without the specific consent of ELMHURST.
12. Where heavy material is to be moved, planks must be laid on the paths or grass affected to protect them from damage.
13. No setting of monuments will be permitted during inclement weather, the same to be determined at the sole and absolute discretion of the Cemetery superintendent or his assistant or designee.

#### VIII. DISINTERMENT

1. Any person desiring to disinter a body from grave space owned by another must present a written permit signed by the Owner for such removal, and also sign a request himself to have such removal made. These requests shall remain on file in the office of ELMHURST.
2. No disinterment will be permitted without the proper state and local permits, the consent of ELMHURST and all the persons whose consent may be necessary or advisable under the laws of the State of Illinois. ELMHURST may, in its sole and absolute discretion, require that in addition to such consents an order of the Courts

also be obtained.

3. ELMHURST shall under no circumstances be held liable in case of disinterment or removal where it acts upon the written order of a person claiming to have the authority to give such order.
4. All disinterments must be made by ELMHURST and all charges in connection therewith, including unpaid arrears pertaining to the lot, if any, shall be payable in advance before a disinterment shall be permitted.
5. The date of a disinterment shall be determined solely by ELMHURST.
6. When a removal is to be made from a single grave to another grave, the formerly occupied single grave space and all rights therein revert to ELMHURST, unless both spaces involved are owned by someone else other than ELMHURST. If no steel or concrete vault has been used for this interment, one must be furnished. If there is a steel or concrete vault and it is removable, the charge for removal must be paid in advance. Arrangements for the vault removal must be made by someone other than ELMHURST. ELMHURST shall exercise the utmost care in making a disinterment, but it shall assume no liability for damage to any casket or burial case or urn. ELMHURST's disinterment charge shall be an amount posted in ELMHURST's office, payable in advance. Applications for disinterment must be signed by the next of kin and properly notarized prior to the time of disinterment.

#### IX. MEMORIALS AND MONUMENTS

1. ELMHURST reserves the right at all times to prescribe the kind, design, size, symbolism, crafting, quality and material of all memorials, and inscriptions placed in the Cemetery. **NO LASER ETCHED MEMORIALS WILL BE ALLOWED TO BE SET.** All Owners or anyone duly authorized to act for and in behalf of an Owner, before ordering any memorial must secure from ELMHURST written approval of the design, size and lettering style. The names of manufacturers of bronze or natural stone memorials complying with these requirements will be supplied on request.
2. The charges for building foundations and the installation of all memorials shall be reasonable, uniform and published. The charges shall be determined on the basis of the square inch area of the memorial. In the event a memorial of theretofore uninstalled size or shape is approved by ELMHURST, the Owner shall pay the fair and reasonable cost in advance of the work to be done.

3. No memorials may be installed until the charges due for installation and any balance due for the lot has been paid in full.
4. ELMHURST only allows bronze on granite or granite memorials at designated locations on the grave site. Only one monument which must be of approved design, material and workmanship shall be erected upon a lot. ELMHURST reserves the right to reject any design or inscription it deems inappropriate. The minimum size requirement of the base of a monument is 4' x 1'. Monuments will not be allowed on less than four consecutively owned graves deeded to one family or individual unless the Rules of said section allow it. Rules of each section are available in the Cemetery office.
5. The consent of the Owner of the lot or heirs will be required for placing of any memorial, or monument, but ELMHURST shall incur no liability for failure to receive such consent.
6. Bevels, slants with or without a granite base may not be placed in ELMHURST unless the Rules of said section allow it.
7. The name or inscription on each memorial must correspond with the name and record in the office of the Cemetery, and no change shall be made thereon except upon request of the proper parties and by the permission of ELMHURST.
8. The name of an individual not interred at ELMHURST, must have the inscription "In Memorium" on any erected memorial.
9. No property Owner shall erect, install, or place or cause to be erected installed or placed, any memorial until it is first approved by ELMHURST and all fees have been paid.
10. ELMHURST reserves and shall have the right to correct any error that may be made by its employees or outside contractors in the location or placing of a memorial in the Cemetery.
11. While ELMHURST will exercise all possible care to protect raised lettering, carving or ornaments on any memorial on any lot, it disclaims responsibility for any damage or injury thereto.
12. Only best quality materials of bronze on granite or granite shall be permitted and are set level with the turf and of such dimensions, materials, design, finish and construction as designated by ELMHRUST. All bronze on granite memorials may

have one vase as an integral part of the memorial.

13. All memorials must be inspected by Elmhurst before acceptance for installation and ELMHURST reserves the right to reject any which do not comply with Cemetery requirements.
14. The completed memorial is subject to the approval of ELMHURST and if unsatisfactory, it may be removed by the Cemetery management.
15. No memorial may be set to embrace two or more spaces except if it is a companion memorial.
16. All memorials shall be set on uniform lines as prescribed by ELMHURST to conform to the general plan of the Cemetery.
17. Other than as provided in Article VII hereof, ELMHURST reserves the exclusive right to do all grading; landscaping; excavating; installing of foundations, walks and curbs; installing of memorials; setting and sealing vaults, crypts, niches; making of interments, disinterments, entombments, inurnments and removals (including all openings, fillings and closing of interment space with its equipment--including but not limited to its tents, artificial grass and lowering devices); to care for any crypt or niche; and to plant all trees and plants of any and several kinds. The Owner of the interment space, and all others requesting the same, shall prepay the Cemetery's established charges therefore in advance.
18. Application for installation of a memorial and the approval thereof by ELMHURST shall be made in writing on ELMHURST's forms and signed by the Owner with their address and cemetery location. Such application shall be supported by the design, specifications, and details. No memorial shall be installed without a setting order signed by the Owner and approved by the authorized officers of ELMHURST.
19. Other than as provided in Article VII hereof, all memorials shall be installed by ELMHURST at the cost of the Owner, and ELMHURST shall assume responsibility for the proper installation of such marker or memorial; but ELMHURST shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by ELMHURST.
20. Should any memorial become unsightly, dilapidated or a menace to visitors, or

not be in compliance with these Rules and Regulations, ELMHURST shall have the right either to correct the condition or to remove the same at the expense of the Owners.

21. All agreements for the purchase of a memorial from ELMHURST must be on ELMHURST's forms. All terms and conditions for the purchase of the memorial must be recited in the purchase agreement. If the marker or memorial is purchased through ELMHURST, the foundation and installation charge shall be included in the purchase agreement. The installation and maintenance charge shall each be on the basis of such amount per square inch of the marker or memorial.
22. The charges for building foundations, and installation of all memorials shall be reasonable and uniform. They shall be posted at the Cemetery office, and they will be subject to change. The charge for the above will be assessed on all memorials placed in the cemetery whether purchased from ELMHURST or an outside source. No memorial may be installed until the charges due to ELMHURST for its installation and foundation have been paid in full.
23. If the memorial is purchased through ELMHURST, the foundation and installation charge shall be included in the purchase agreement. If the marker or memorial is purchased from an outside vendor and is approved by ELMHURST, the charges for foundation and installation shall be the same as set forth. A copy of the foundation and installation charges can be obtained from the Cemetery office.
24. No memorial may be installed in the Cemetery unless the manufacturer thereof has first been approved in writing by ELMHURST.
25. Orders for government markers will not be approved by ELMHURST until a setting order has been signed and paid in full by the Owner of the lot and next of kin of the deceased veteran. Only 24" x 12" bronze placed on granite or granite government issued Veteran's markers will be accepted by ELMHURST pursuant to the Regulations of the section.
26. Only the Owner of the lot or approved purchaser of a memorial or monument can, alter, add, or replace any inscription.
27. If any memorial or any structure whatsoever, or any inscription to be placed on



same, shall be determined by ELMHURST to be offensive, ELMHURST shall have the right and it shall be its duty, to enter upon such lot and remove, change, or correct the offensive or improper object or objects.

28. In an infant section memorial shall not exceed eighteen (18) inches in length, ten (10) inches in width and four (4) inches thick.

29. The only keepsake memorial that shall be permitted in the cemetery will consist of the deceased name, date of birth, and date of death. The keepsake memorial can be on site until delivery of the permanent memorial. The removal of keepsake memorials will not be completed by cemetery staff unless the keepsake is not removed within 45 days.

30. In the Oak Grove section memorial shall not exceed eighteen (18) inches in length, ten (10) inches in width and four (4) inches thick.

**X. SECTION REGULATIONS**

1. Bronze on Granite ONLY Sections: Ascension, Devotion, Garden of Gethsemane, and Last Supper

<b><u>Memorial Size</u></b>	
<b><u>Bronze Size</u></b>	<b><u>Granite Size</u></b>
56 x 16-companion	60 x 20 x 4
44 x 14-companion	48 x 18 x 4
44 x 13-companion	48 x 17 x 4
36 x 13-companion	40 x 17 x 4
24 x 14-individual	28 x 18 x 4
24 x 13-individual	28 x 17 x 4
24 x 12-individual	28 x 16 x 4
24 x 12-ind. Govt. bronze	28 x 16 x 4
or	
matching companion Govt. bronze	62 x 16 x 4
16 x 8-infant	20 x 12 x 4

Any other size would need approval by Elmhurst Cemetery Management.

2. Bronze on Granite or Granite Flush Memorial Sections: Highland, Edgewood, Fairview, Friendship, Fairlawn, Triangle, Linwood, Apostles, Ridgeland, Hillside, Ascension, Hilltop

**Memorial Size**

**Bronze Size**

56 x 16-companion

44 x 14-companion

44 x 13-companion

36 x 13-companion

24 x 14-individual

24 x 13-individual

24 x 12-individual

24 x 12-ind. Govt. bronze

or

matching companion Govt. bronze

16 x 8-infant

**Granite Size**

60 x 20 x 4

48 x 18 x 4

48 x 17 x 4

40 x 17 x 4

28 x 18 x 4

28 x 17 x 4

28 x 16 x 4

28 x 16 x 4

62 x 16 x 4

20 x 12 x 4

Any other size would need approval by Elmhurst Cemetery Management.

## 3. Infant Burials: Fairview

- Graves are under 3'.
- Granite Flush Memorial Only
- 18 x 10 x 4

Any other size would need approval by Elmhurst Cemetery Management.

## 4. Cremation Garden: Oak Grove

- Granite Flush Memorial Only
- 18 x 10 x 4

## 5. Four-grave monument lot: Edgewood, Hillside, Highland, Ridgeland, Fairview, Triangle, Fairlawn, Linwood.

- Minimum base size of 4' x 1'.

All monuments would require approval by Elmhurst Cemetery Management.

## 6. Friendship Section Rules and Regulations:

Friendship Garden is a 2 grave monument section as well as a flush memorial garden. Each lot is comprised of 4 Blocks; Blocks A&B are monument lots, Blocks C&D are flush memorial lots.

**2 Grave Monument Blocks (A&B):**

- 1) If you purchase in a Monument Block, you must Install a Monument (No Flushes allowed)
- 2) You must purchase 2 graves at a time (before need or at time of need)
- 3) Before need 2 grave purchase may be made on monthly payments with 20% down
- 4) Financing is available for up 18 months interest free before need

- 5) At-need 1 grave will need to be paid in full, 2nd grave may be put on payments with 20% down
- 6) Graves must be paid in full before a Monument may be placed
- 7) Monument base: Min. length is 3-6, max length is 4-6 x 1-2, with a min. height of 30" and a max. height of 36".
- 8) Monument should be fully comprised of granite with 8" as the minimum thickness
- 9) In-ground annual plantings are allowed on **Monument graves only** and may not extend more than 12 inches from the front of the base of the monument. The planting of perennials, trees, shrubs, and bushes are **strictly prohibited**.
- 10) One decoration per grave site is permitted
- 11) **TRINKETS, GLASS VASES, CANDLES, VIGIL LIGHTS, SHEPHERD HOOKS, MULCH, DECORATIVE STONES OR BORDER EDGINGS ARE PROHIBITED AND WILL IMMEDIATELY BE REMOVED BY CEMETERY PERSONNEL**
- 12) All foundation work must be completed by Elmhurst Cemetery
- 13) All Monuments will face West and sit at the head of the grave, Family name must be engraved on the back, facing West

#### **Friendship Single Monument Grave Rules and Regulations**

Friendship Single Monument Grave Lot 16, 17, 40, 41, 54 & 55 **A&B only**.

#### **Monument Blocks (A&B):**

- 1) **Grave is priced at \$1,750 (Grave-\$1,400, Care \$350)**
- 2) If you purchase in a Monument Block, you must Install a Monument (No Flushes allowed)
- 3) Before need grave purchase may be made on monthly payments with 20% down
- 4) Financing is available for up 12 months interest free before need
- 5) Graves must be paid in full before a Monument may be placed
- 6) Monument base: Max base length is 2-6
- 7) Monument Height: Max total height is 30"
- 8) Monument should be fully comprised of granite with 6" as the minimum thickness
- 9) In-ground annual plantings are allowed on **Monument graves only** and may not extend more than 12 inches from the front of the base of the monument. The planting of perennials, trees, shrubs, and bushes are **strictly prohibited**.
- 10) One decoration per grave site is permitted
- 11) **TRINKETS, GLASS VASES, CANDLES, VIGIL LIGHTS, SHEPHERD HOOKS, MULCH, DECORATIVE STONES OR BORDER EDGINGS ARE PROHIBITED AND WILL IMMEDIATELY BE REMOVED BY CEMETERY PERSONNEL**
- 12) All foundation work must be completed by Elmhurst Cemetery
- 13) All Monuments will face West and sit at the head of the grave, Family name must be engraved on the back, facing West

#### **Flush Blocks (C&D):**

- 1) Graves may be purchased one at a time (Before Need or at time of need)

- 2) Before need grave(s) may be made on monthly payments with 20% down
- 3) Financing is available for up 18 months interest free before need
- 4) Graves must be paid in full before a Monument may be placed
- 5) **TRINKETS, GLASS VASES, CANDLES, VIGIL LIGHTS, SHEPHERD HOOKS, MULCH, DECORATIVE STONES OR BORDER EDGINGS ARE PROHIBITED AND WILL IMMEDIATELY BE REMOVED BY CEMETERY PERSONNEL**
- 6) One decoration per grave site is permitted
- 7) In-Ground planting is not allowed on Flush Block graves
- 8) Flush memorial may be made of Granite with a thickness of 4" or Bronze on Granite (with a thickness of 4")
- 9) Flush granite cannot exceed 2'x1'x4" for a single grave/Bronze on granite, granite base will not exceed 28x16x4"
- 10) All foundation work must be completed by Elmhurst Cemetery
- 11) All memorials will sit at the head of the grave and face West.

#### XI. MAUSOLEUM / COLUMBARIUM (NICHEs)

1. In order to preserve the facing of the Mausoleum, among other reasons, all crypts and niches will be opened and closed only by Elmhurst.
2. One entombment or two cremated remains will be allowed in any single crypt, and one urn per niche. In all entombments to be made in a mausoleum crypt, the casket dimensions shall not exceed two (2) feet in height, two (2) feet and six (6) inches in width, and seven (7) feet and three (3) inches in length. ELMHURST reserves the right to approve any casket attachment that may impede placement, and/or to refund the original selling price of said crypt if the dimensions of an oversized casket shall make it impossible to make an entombment.
3. No memorials or plaques will be permitted on the Mausoleum. All crypt and niche fronts will have the name of the deceased, the year of birth and death in uniform style in conformity to that designated for the mausoleum, and no other lettering or designation will be permitted without specific approval of the management, except for an approved insignia or emblem or a recognized religious or fraternal sect which must first be approved by the management.
4. Only approved flush vases or ornamentation will be permitted to be set in a designated location for the benefit of the crypts. Only silk floral arrangements will be permitted and will be removed by Elmhurst as they become faded or tattered due to weather or other elements.
5. No vases for flowers, flags or religious symbols or ornamentation of any type will be permitted on any niche face, except as provided in #3 above.

6. All Rules and Regulations heretofore set forth shall apply equally to the mausoleum except where said Rule is obviously inappropriate or where specifically deleted or superseded by an applicable Regulation pertaining to mausoleum use.
7. No entombment shall be permitted until the entire crypt is paid in full unless this Rule is specifically exempted by ELMHURST.
8. Only one urn is allowed in any mausoleum niche and all cremated remains must be sealed in a metal, plastic, or stone container.
9. All work, of every type, including inscriptions, openings, and closings, performed in the Mausoleum shall be done by the employees of the Cemetery, at a reasonable charge, determined by the Management.
10. For all space sold there shall be paid a deposit for perpetual care, in such amount as is required by Illinois law or as otherwise determined by the Management.
11. Serenity Niche Rules and Regulations:
  - All niche purchases include the niche front lettering.
  - All crypt fronts will be uniform in presentation and appearance and may include:
    - a. Two-word title, for example, Loving Wife
    - b. Deceased first and middle initial, for example, James B.
    - c. Deceased last name, for example Brown.
    - d. Year of birth and year of death, for example, 1900-2000
  - Purchaser has the option of ordering for placement by the cemetery a 2 ¼ x 2 ¾ ceramic photo in the bottom right-hand corner of the niche panel. This is the only size photo and only placement location allowed.
  - All ceramic photos are to be installed by the cemetery staff only. Ceramic photos attached by anyone other than a cemetery staff member will be removed.
  - Ceramic photos may be purchased through the cemetery or from an outside vendor. An installation fee of \$50 must be remitted to the cemetery along with a permit and a copy of the image being reproduced on the ceramic. The photo should not be ordered by the vendor until they receive notification that the permit has been approved.
  - No additional photos, literature, vases, cards, flowers, etc. are permitted on the niche fronts and, if found, will be immediately removed, and discarded.
  - The only flowers permitted in the area are those planted by the cemetery.

- Comingled urns CAN be placed in the niche, except only one name can be applied to niche face.

## XII. DECORATION OF PLOTS

1. ELMHURST reserves the right to regulate the method of decorating plots, lots and graves in the Cemetery so that a uniform beauty may be maintained.
2. The placing of boxes, shells, toys, metal designs, ornaments, chairs, vases, glass, wood or iron cases, and similar articles upon plots shall not be permitted, and if so placed, ELMHURST reserves the right to remove the same.
3. No enclosure of any kind, such as a fence, curb, hedge, or ditch shall be permitted around any grave or plot. Grave mounds shall not be allowed, and no plot shall be raised above the established grade.
4. All flowers shall be placed in flower CONTAINER approved by ELMHURST. The flower containers shall be of approved materials, design, and size. When not in use, a flower container on a grave shall be contained in its own receptacle set wholly beneath the level of the lawn and shall be set within the uniform lines as prescribed by ELMHURST.
5. The digging of holes by anyone other than Cemetery personnel for any purpose is prohibited.
6. ELMHURST shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind, from the plot as soon as, in ELMHURST's judgment they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standards maintained. ELMHURST shall not be responsible or liable for floral pieces, baskets, or frames in which or which such floral pieces are attached beyond the acceptance of such floral pieces for funeral services held in the Cemetery. ELMHURST shall not be responsible or liable for frozen plants, or herbage of any kind, or for planting damaged by the elements, taken or damaged by thieves or vandals, or by any other causes beyond ELMHURST's control.
7. ELMHURST reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, or plants or herbage of any kind, unless ELMHURST gives its consent. This Regulation preventing the removal of trees includes the right of ELMHURST to protect the life of existing trees in the Cemetery that may be part of a plot. There could be situations where ELMHURST shall prohibit the making of an interment in order to protect the life of a tree either on the plot or immediately adjacent thereto. In the event a tree located on a plot becomes

diseased and must be removed, ELMHURST reserves the right to replace the tree in the same locations as removed from.

8. Each year the CEMETERY undergoes a Spring and Fall cleanup. No decorations are permitted March 15-31 and October 15-31. If you wish to save your decorations, be sure to remove them prior to cleanup start dates. All decorations left on graves during these cleanup periods will be removed by Cemetery staff.