

Rules and Regulations
Of
The Dunleith Township Cemetery
(also known as The East Dubuque Cemetery)

As amended and restated December 21, 2011

Adoption of Rules and Purpose: For the protection of owners of burial rights, safety of the Cemetery staff, preserving the dignity of the premises, and the orderly and efficient operation of the cemetery, the Dunleith Township Board of Trustees has adopted these Rules and Regulations governing the operation and use of the Dunleith Township cemetery.

All property owners of interment rights, all persons within the cemetery (including but not limited to contractors, funeral directors, and visitors), and all interments rights sold, shall be subject to said rules and regulations, and to such other rules and regulations, amendments or alterations as shall be adopted by Dunleith Township from time to time. Any reference to these rules and regulations in the contract, deed, or certificate of ownership to interment rights shall have the same force and effect as if set forth in full therein.

The Township Board of Trustees expressly reserves the right, at any lawful meeting of the Trustees, to adopt new rules and regulations, or to amend, modify, or repeal any part of these Rules and Regulations.

Approved and adopted by the Dunleith Township Board of Trustees
On this 21st day of December, 2011

Dunleith Township Board of Trustees
Dunleith Town Hall, 7753 Badger Rd., E. Dubuque IL 61025.
(815) 747-6424

TABLE OF CONTENTS

		page
SECTION I	DEFINITIONS	4
SECTION II	GENERAL SUPERVISION OF CEMETERY	5
	2.1 Grave Digging	
	2.2 Management Shall Control Improvements	
	2.3 Records of Cemetery	
	2.4 Work to be done by Cemetery	
SECTION III	BURIALS AND REMOVALS	6
	3.1 Authorization Required	
	3.2 Burial of more than one body	
	3.3 Casket container standards	
	3.4 Change of Address	
	3.5 Container Installation	
	3.6 Outside Container	
	3.7 Disinterment	
	3.8 Errors may be corrected	
	3.9 Identity	
	3.10 Delays in Interment	
	3.11 Interment of Pets	
	3.12 Passage of Rights upon Death of Owner	
	3.13 Ownership Interest in Interment Space Rights	
	3.14 Scattering	
SECTION IV	CONDUCT OF PERSONS WITHIN THE CEMETERY	9
	4.1 Advertising and Notices	
	4.2 Cemetery hours	
	4.3 Children	
	4.4 Conduct	
	4.5 Consumption within cemetery	
	4.6 Firearms	
	4.7 Improprieties	
	4.8 Other Limitations	
	4.9 Pets	
	4.10 Rubbish	
	4.11 Enforcement of Rules	
	4.12 Trespassers on Cemetery	
	4.13 Vehicles	
SECTION V	REGULATIONS FOR MEMORIALS AND DECORATIONS	11
	5.1 Memorials	
	5.2 Definitions	
	5.3 Regulations on Memorials	
	5.4 Damage	
	5.5 Prohibited Items	
	5.6 Memorial Installation	
	5.7 Certain Ornaments Prohibited	

	5.8 Location of Ornaments	
	5.9 Clean Up Periods	
	5.10 Floral Regulations	
	5.11 Potted Flowers	
	5.12 Removed Items	
SECTION VI	PERPETUAL CARE FUNDS	15
	6.1 Perpetual Care-Deposit	
	6.2 Perpetual Care Exceptions	
	6.3 Perpetual Care- Expenditure Limited to Income	
	6.4 Perpetual Care- Fund Deposited	
	6.5 Management to Direct Expenditures	
SECTION VII	TRANSFER OR ASSIGNMENT	16
	7.1 Indebtedness	
	7.2 Interment rights conveyed by Deeds	
	7.3 Recording of Interment Space Rights and Burials	
	7.4 Transfer of Assignments	
SECTION VIII	MODIFICATIONS AND AMENDMENTS	17
	8.1 Amendments	
	8.2 Exceptions and Modifications	
	8.3 Severability	

SECTION I DEFINITIONS

“**Box**” means a grave liner or permanent outside container, consisting of a one piece box, and a one piece lid, which is not sealed.

“**Burial**” or “**Buried**” means the act or result of interment, or inurnment.

“**Cemetery**” means the burial park, for earth interments.

“**Contractor**” means any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the cemetery grounds, other than an employee of the cemetery.

“**Cremation**” means the technical heating process that reduces human remains to bone fragments, which occurs through heat and evaporation.

“**Endowment Care Fund**” means the trust fund established by the cemetery for the purpose of care and maintenance of the cemetery grounds and improvements thereon.

“**Grave**”, “**Lot**” and “**Plot**”: in the Dunleith Township Cemetery, all refer to an Interment space.

“**Interment**” means the disposition of human remains by earth burial, or cremation and inurnment.

“**Interment rights**” means the right to place individual human remains or cremated remains in a specific interment space within the cemetery selected by the consumer for use as a final resting place, and subject to the limitations set forth herein.

“**Interment service**” means the opening and closing of a particular interment space.

“**Interment space**” means the particular space within the cemetery to which a particular interment right relates. An owner of an interment right does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvement within the cemetery. At present, the Cemetery contains only ground interment spaces, and a single interment space is 48” in width x 120” in length.

“**Inurnment**” means placing cremated human remains in an urn and placing in a niche, or in the ground.

“**Inurnment right**” means the right to place individual cremated human remains in a specific niche selected by the consumer for use as a final resting place.

“**Management**” means the Dunleith Township Board and Director of the Dunleith Township Cemetery.

“**Marker**” means a memorial of granite and/or bronze and/or bronze on granite or any other material approved by Management and placed level with the grade.

“**Memorial**” means a marker, monument, vase or niche name plate for the purpose of identification or in memory of the interred.

“**Monument**” means a memorial of granite that extends above the surface of the lawn and has a base and die.

“**Niche**” means a space used, or intended to be used, for inurnment of cremated remains.

“**Outer Burial Container**” means the rigid outer container used to surround a casket or a cremated remains container, and shall include the products commonly known as vaults and grave liners.

“**Owner**” means the owner of an interment right or rights within the cemetery, as reflected in the records of the cemetery.

“**Space**” means the area for the interment of one human remains.

“**Vault**” means a permanent outside container of grade better than a two piece box, which is sealed.

SECTION II GENERAL SUPERVISION OF CEMETERY

2.1 Grave Digging

The management reserves the right to allow only approved contractors and employees of the Cemetery to open and close all graves in the cemetery, for interments and disinterments.

2.2 Management Shall Control Improvements

The management shall have the sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the cemetery. All improvements or alterations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the management; and, should they be made without its consent, the management shall have the right to remove, alter or change such improvements or alterations at the expense of the owner, at any time.

The management reserves the right to remove from any lot anything that it deems unsightly, offensive, or which in any way conflicts with the rules and regulations, or general beauty of the cemetery. If any tree, shrub, or plant standing upon any lot, by means of its roots, branches or otherwise, is or becomes detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the management shall have the right to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in their judgment seems best, and without notice to any interested party.

2.3 Records of Cemetery

The files, papers, documents, reports, ledgers, maps, lot cards, correspondence, and other written records maintained by the Dunleith Township Cemetery are the sole and exclusive property of the Cemetery. Only management and cemetery employees have access to these permanent documents. Except where disclosure is required pursuant to the Illinois Freedom of Information Act, information contained therein is for the exclusive use of management, and shall be disclosed, as management deems proper. Record requests may be subject to an administrative fee, which may be charged from time to time by management.

2.4 Work to be done by Cemetery

No person, other than the duly authorized employees of the cemetery or authorized outside contractors, shall be allowed to perform any work within the cemetery without explicit authorization issued by the cemetery management, and any such work so authorized shall be

subject to all provisions contained herein pertaining to such activity. Installers, Funeral Directors, or contractors causing any damage to the Cemetery property or grounds, the memorials, or other improvements in the Cemetery shall promptly report the same to management of the Cemetery, and shall be responsible for repair or replacement thereof, under the direction and supervision of the management.

SECTION III BURIALS AND REMOVALS

3.1 Authorization Required

No interment or disinterment shall be made within the Cemetery unless a written burial (or removal) contract has been entered between Cemetery management and the legally authorized party desiring interment or disinterment.

3.2 Burial of more than one body

Not more than one body, or remains of more than one body shall be buried in one interment space, unless written permission is granted by Cemetery management. In the event the cemetery elects to allow the interment of more than one human remains in a particular interment space, there will be a separate fee for each interment service provided. A Second interment in one space may be permitted when, in the discretion of the management, the ground and existing burial circumstances of the space are suitable, and when the second interment is

- (i) an infant burial,
- (ii) stillborn births or
- (iii) an inurnment.

No pet remains may be interred with human remains.

3.3 Casket container standards

Remains for interment shall be delivered to the cemetery in a casket or container composed of rigid material such as wood, fiberglass, plastic or metal and shall be of such construction so as to, (1) assure protection to the health and safety of the cemetery personnel, (2) provide proper covering for the remains and (3) meet moral codes for the respect and dignity of the deceased. The container shall include a full enclosing dome or top piece so constructed that in its closed position it completely shields the remains from view at all times, with a rigid bottom, substantial enough not to bend under the weight of an adult human body shall be required. The management reserves the right to make exceptions for special conditions, oversized or overweight deceased persons, children, limbs or pathological tissues and other reasons determined by the management.

All babies or stillborn births shall be in a retrievable container. Receptacles of biodegradable materials shall not be permitted.

3.4 Change of Address

It shall be the duty of the interment right owner to notify the management of any change in post office address. Notice sent by ordinary U.S. mail to an interment right owner at the last address on file in the office of the Dunleith Township shall be considered sufficient and proper legal notification.

3.5 Container Installation

No outside container shall be installed without the explicit authorization from the management. In every case all applicable cemetery charges shall be paid in advance or arrangements satisfactory to the management made concerning payment, including but not limited to, any other outstanding charges on that particular space.

Any funeral director (licensee) or his designated contractor approved by the management or the agent, servant, or employee of the funeral director may be authorized by the management to enter on any section, lot, or space for the purpose of installation of outside containers. To ensure compliance with these Rules and Regulations, the funeral director shall obtain explicit authorization from the management for such purpose.

3.6 Outside Container

All burials must be made in a two (2) piece concrete box or vault that is not hinged, and is of type, quality, and construction approved by management. The use of wooden boxes and sectional boxes shall not be permitted.

All cremated remains of human bodies shall be buried in a permanent, retrievable container. The use of paper, cardboard, or other similar biodegradable materials shall not be permitted.

Construction shall be such that the container shall resist cracking, puncturing or structural failure as determined by management, which decision shall be conclusive on all party sellers and installers.

3.7 Disinterment

No disinterment or removal shall be made with out the approval of management and the request of the person(s) with authority to direct the same, or by court order prior to the time of removal. The cemetery shall assume no liability for damage to any body, casket, outer burial receptacle, or urn in the disinterment. When a disinterment is to be made from one grave to another grave and an outer burial was not used for the original interment, an outer burial container meeting the cemetery's current specifications must be furnished by the owner, authorized next of kin, or other authorized person directing disinterment, for the new interment.

3.8 Errors may be corrected

The management reserves, and shall have, the right to correct any errors that may be made either (i) in making burials or removals, or (ii) in the description of interment rights, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property, of equal value and similar location as far as possible, or as may be selected by the management, or by refunding the amount of money paid on the account of said purchase. In the event the error shall involve the burial of the remains for any person in such property, the management reserves, and shall have, the right to lawfully remove and bury the remains in such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The management shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name and/or date, either on the memorial or on the container for cremated remains. The cemetery shall have no liability as a result of any errors of the type described herein other than its obligation to take the remedial actions described.

3.9 Identity

The management assumes no duty to identify the remains of the deceased, and can give no assurance that the remains interred are that of the person shown on the interment authorization executed and delivered to the management. The management relies upon the representation of

the family, funeral director, or others making such statement of identity for interment authorization, burial permits, or death certificates, and shall have no obligation to independently establish or verify the identity of the remains.

3.10 Delays In Interment-

The management shall be in no way liable for any delay in the burial of a body where a protest to the burial has been made, or where the Rules and Regulations have not been complied with, or because of strikes, the elements, an act of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

3.11 Interment of Pets

No pets shall be interred in the cemetery, either alone or with human remains.

3.12 Passage of Rights upon Death of Owner

I. Following death of the owner of an interment space right held in the sole name of that decedent, then (i) an *unused* interment space right, or (ii) if all remains previously interred are lawfully removed, the vacated interment space right passes in the following order:

****CAVEAT: SURVIVING SPOUSE'S RIGHTS:** The surviving spouse (if any) of the owner, has the right of interment in such an unused or vacated space. This right may be waived in writing, but is not transferable, and terminates with burial elsewhere or remarriage.

It is suggested that when interment space rights are purchased by a husband and wife, to consider designating both spouses as Joint tenant owners with right of survivorship in the records of purchase. This avoids the need to consider the passage of ownership following death of a single-named owner-spouse.

- A. to such person that the owner has designated either by specific bequest/devise in his Will, or by a written and dated declaration filed and recorded in the office of the cemetery authority;
- B. to the heirs at law of the owner.

The cemetery is entitled to require proof of any such Will, relationship and/or right of descent satisfactory to the cemetery, including but not limited to certified copies of legal documents and/or affidavits.

II. Where interment space rights are held in the name of more than one person with the right of survivorship provided, then upon death of the first of the joint holders:

- A. the interment space rights pass to the surviving joint holder or holders;
- B. Upon death of the last surviving joint holder, leaving an unused or vacated space, the interment space rights pass in the order set forth in subpart I, above.

When an interment space passes to heirs, then if there is more than one heir, each heir holds an interest in the interment space rights, and written authorization for interment of remains shall be obtained from all surviving heirs holding such rights. The interest of heirs may pass in the

manner described in subsection I above, provided, however, that the spouse of an heir only has the right of interment of paragraph I above if there are no other living heirs.

3.13 Ownership Interest in Interment Space Rights

Only the right to inter is conveyed. Dunleith Township Cemetery retains all other interest in the space or niche conveyed. All interment rights conveyed to the individuals are the sole and separate property of the owner named in the instrument of conveyance.

3.14 Scattering

The scattering of cremated remains is prohibited in the Cemetery. All cremated remains are to be inured in retrievable containers, with complete cemetery records afforded for each inurnment.

SECTION IV CONDUCT OF PERSONS WITHIN THE CEMETERY

4.1 Advertising and notice

No advertising, notices, or signs of any kind shall be allowed in the cemetery, unless authorized by the management.

4.2 Cemetery hours

The cemetery is open from Dawn until Dusk. Any person found on the grounds outside this time period may be considered a trespasser. All persons are reminded that the grounds are devoted to the sacred burial of the dead, and the provisions and penalties of the law, as provided by statutes, will be strictly enforced.

4.3 Children

Children playing within the cemetery shall not be permitted.

4.4 Conduct

Boisterous or unseemly conduct that would disturb the quiet and good order of the cemetery shall not be permitted in the cemetery. Walking, jogging, and bicycling are permitted on the roads during times the cemetery gates are open.

4.5 Consumption within cemetery

The possession or consumption of illegal drugs or alcoholic beverages within the cemetery is strictly forbidden.

4.6 Firearms

No firearms shall be permitted within the cemetery except on special permit from the management. Management permits exceptions to this for law enforcement personnel, U.S. military honor guards at military committal services and the Memorial Day activities.

4.7 Improperities

It is of the utmost importance that there should be strict observation of all of the properties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the management shall have power to prevent improper assemblages.

4.8 Other Limitations

All persons are prohibited from gathering flowers, wither wild or cultivated, or breaking trees, shrubbery or plants, or disturbing birds or other animal life.

The cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over interment space for the purpose of passage to and from other interment spaces. Except as may be necessary to gain access to other interment spaces within the cemetery, persons within the cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the cemetery.

4.9 Pets

No pets shall be permitted in the cemetery except on a leash and in the control of the owners. Owners walking dogs in the cemetery are required to carry supplies to pick up any solid waste left by their animal on cemetery property, and remove this waste from the cemetery entirely. Guide dogs for the visually impaired are permitted.

4.10 Rubbish

The discarding of rubbish on the roads, or any part of the grounds is prohibited.

4.11 Enforcement of Rules

The management, its employees, and all others designated by management are hereby empowered to enforce all Rules and Regulations, and to exclude from the property of the cemetery any person violating the same. The management shall have charge of the ground and building, and at all times shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, lot owners, tourist, and visitors.

4.12 Trespassers on Cemetery

The management deems the cemetery to be sacred and must be treated accordingly by all who visit. The management reserves the right to refuse entrance to any person, or expel from the grounds anyone violating the rules, and to refuse admittance of any material or merchandise.

4.13 Vehicles

Vehicles shall be driven through the grounds at a safe and reasonable speed and are prohibited on common cemetery green property.

No unlicensed vehicles are permitted in the cemetery without authorization of the management, unless owned by the cemetery or an authorized contractor and operated in performing the duties of the cemetery.

No skateboards, 4-wheelers, or recreational vehicles will be permitted in the cemetery.

SECTION V REGULATIONS FOR MEMORIALS AND DECORATIONS

5.1 Memorials

No lot owner shall erect or place, or cause to be erected or placed in the cemetery, any memorial until it is approved by the management, and all charges related to the Interment space have been paid.

5.2 Definitions applicable to Memorials:

- A. **“Memorial”** is defined at Section I above, as a marker, monument, vase or niche name plate for the purpose of identification or in memory of the interred.
- B. **“Monument”** is a type of memorial, and is defined at Section I above as a memorial of granite that extends above the surface of the lawn and has a base and die.
- C. **“Marker”** is a type of memorial, and is defined at Section I above as a memorial of granite and/or bronze and/or bronze on granite or any other material approved by Management and placed level with the grade.
- D. **Die-** The main part of a 2-piece Headstone, and is situated on top of the base.
- E. **Base:** is the bottom part of a 2 piece Headstone, the piece that sits under the die, but is above grade of the ground level..
- F. **Foundation:** is the concrete structure extending below ground and set flush with ground level grade, upon which a memorial is placed.

5.3 Regulations on Memorials

- A. Not more than 2 memorials per interment space are allowed, with not more than one being an upright memorial.
- B. Upright Memorials: The foundation for an upright memorial on a single interment space shall be no wider than 40”. In a double interment space purchase, the total size for the foundation of the upright memorial shall not exceed 72”. Memorials shall not span more than 2 interment spaces. The maximum height of any upright memorial shall not exceed 48 inches from the ground surface. The above maximums, in conjunction with the foundation requirements below, result in the following maximum size specifications:
 - Single interment space: foundation 40” x 20”, with memorial base of 36” x 12”
 - Double interment space: foundation 72” x 20”, with memorial base of 68” x 12”.
- C. Flat Memorials: If a second, flat/flush memorial is installed in addition to an upright memorial, it shall be placed directly in front of and abutting the main memorial in such method that the highest portion of the memorial is flush with the surrounding soil and conforms to the slope of the surrounding soil, such that it is capable of “drive over” by maintenance equipment without damage. Any such secondary, flat/flush memorial shall not exceed a size of 24” in width by 12” in vertical side height. A flat-style memorial may also be utilized as the main memorial on an interment space, in which case it need not be flush with the ground level and shall otherwise comply with the size requirements for Upright memorials.

- D.** All Memorials shall be installed evenly spaced from each lateral interment space line. All memorials, (except for a second, flat/flush memorial as permitted hereinabove), shall be placed at the very head/top of each interment space. Memorials and their primary face for inscriptions shall be placed to face consistent with the other existing memorials in that section.
- E.** Only granite or bronze memorial materials may be used. The bottom of all bases must be cut level and true. No benches may be used as a memorial.
- F.** Foundation requirements: All memorials must have a foundation. Every foundation must be at least 2 inches wider (on the sides) and 4 inches wider (on the front and back) than the part of the memorial resting directly above or embedded in it. The foundation shall not project above the surface of the ground. The foundation shall have a minimum depth of 24 inches, and deeper for large memorials as directed by the Cemetery Management. All memorials shall be true and level on the foundation, except for flat/flush memorials, which must conform to the slope as provided above. All costs of installation and repair of foundations shall be that of the person(s) causing installation.
- G.** Inscriptions: Should the management determine that any symbol or inscription placed upon a memorial is defamatory, offensive or injurious to the rights of other interment spaces or the proper decorum of the cemetery, the Cemetery may notify the owner of the space, if living, or otherwise the person causing installation thereof, or otherwise the closest know relatives to correct such symbol or inscription within a reasonable time. Should such person(s) fail to correct the condition, the Cemetery may enter upon such space and remove or cause removal.
- H.** Cemetery Right to Repair or Remove: Should a memorial or foundation become a safety hazard, broken or unsightly, the Cemetery reserves the right (but shall not have the obligation) to repair and correct the condition, at the expense of the owner. The Cemetery management shall give a 10 day written notice of the necessity for such repair or correction to the interment right holder of record and the person(s) causing installation of the memorial, if on record with the Cemetery. The notice shall be deemed given by depositing the same in the US mail with postage prepaid, addressed to such person(s) as shown on the records of the Cemetery. In the event that the cemetery records do not contain a physical address for at least one of such person(s), notice shall be published in a local newspaper for not less than 2 consecutive publications. In the event that the repairs or corrections are not made within a reasonable length of time, the Cemetery may direct that the repairs or corrections be made, and/or the damaged parts be removed and disposed of, without liability on the part of the Cemetery. All expense of such work shall be charged against the interment right owner of record in the form of a lien against any additional unused space(s) held by such owner, to be paid prior to any interment within the remaining space(s).

5.4 Damage.

While the cemetery will exercise all possible care to protect lettering, carving or ornaments on any memorial, or other structure, or any interment Space, it disclaims responsibility for any damage or injury thereto.

5.5 Prohibited Items

The following items are prohibited in the cemetery:

- a. curbing, fencing, hedging, borders, or enclosures of any kind;
- b. rock, bark, mulch, or like material;

- c. benches; (*Note: As of July 20, 2010, there are four (4) sitting benches along the cemetery fence that borders the golf course. These benches will be allowed in their current location at present. At the July 20, 2010 Dunleith Township meeting it has been ordered that NO ADDITIONAL BENCHES will be allowed at this time at the Dunleith Township Cemetery, either as memorial markers, or as stand-alone benches. The four existing benches may be repaired if damaged or deteriorated, but if damaged or deteriorated beyond repair, may not be replaced.*)
- d. walks of brick, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel, wood, or any other material;
- e. **any and all glass items.**

. The management reserves the right to remove the same if so erected, planted and placed.

No adornments shall be used as memorials or added to memorials that are breakable, such as glass, ceramics, terra-cotta, resin, etc.

5.6 Memorial Installation and work.

Any recognized monument dealer may be approved by the management to enter on any section, lot, or space for the purpose of installation or other work upon memorials. The locating and setting of all memorials shall be subject to the approval of Cemetery management.

Memorial installation, repair, maintenance and other work thereon requires experience and often times special equipment. No persons, firm or corporation, other than recognized and approved monument dealers shall be permitted to install, repair, maintain, or perform other work on memorials in the cemetery. While a funeral or interment is being conducted nearby, all work upon memorials shall be suspended.

Except by special permission, all such work shall be completed and refuse removed during the operating hours of the Cemetery. The interment space and all surroundings must be restored to their condition prior to the work.

Any monument dealer who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is effected.

5.7 Ornaments

- a. The placing of boxes, shells, toys, metal designs, frames, ornaments, chairs, settees, wood or iron cases, glass, anything breakable, and similar articles in the cemetery shall not be permitted, and if so placed, may be removed.
- b. Lighting is not allowed unless securely attached to the marker in a permitted location as specified in these rules. No lighting will be allowed on or by the memorial unless it is incorporated into the stone itself.
- c. Decorating of the monument and interment space– There will only be an allowance for one (1) shepherd hook, containing one (1) hook, per monument. This hook should be directly to the side of the stone up next to the foundation. The maximum allowable above-ground height of a shepherd hook is 48 inches.

- d. The cemetery is not responsible for loss, theft or damage to any personal property, including ornaments, artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the cemetery.
- e. The management, in its discretion, may allow certain non-conforming ornaments to be placed by visitors on interment spaces for Memorial Day only, to be removed by the visitor placing such within 7 days next following Memorial Day.

5.8 Location of Ornaments. All permitted ornaments must be located:

- i. along the front of the marker, resting on top of the marker's base, or
- ii. on the sides or rear of the marker, if securely attached **above** the marker's base.
- iii. The only ground-level ornaments allowed shall be a single-hooked shepherd hook per monument, to be located directly to the side of the stone up next to the foundation. .

5.9 Clean Up Periods

- A. Two times per year the cemetery shall have a general clean up when all decorations not permanently affixed to markers are removed, except
 - i) those appropriate to the upcoming season; and
 - ii) shepherd hook decorations permitted by these rules.
- B. Scheduled general clean up periods are April 15th- 30th and October 15th-31st. All decorations to be retained should be removed prior to these times. Graves can be appropriately re-decorated after the first of the month following clean up. If not removed by the visitor placing such decoration, the management may remove the decorations described above during the clean up period.
- C. The cemetery shall not condone or allow the removal of memorial decorations from graves by persons other than the family of the deceased, with exception being the employees of the cemetery in the operation of their duties. However, the cemetery has no duty to supervise or police the removal of decorations, and shall have no liability for unauthorized removal.

5.10 Floral Regulations

- A. In ground plantings of any type by anyone other than cemetery staff are prohibited in the cemetery.
- B. The management shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or ground cover of any kind from the cemetery as soon as possible, when in the judgment of the management, such becomes unsightly, dangerous, detrimental or diseased, or when it does not conform to these rules. In the event of any such removal, the cemetery shall have no obligation to replace the removed item.
- C. The management shall not be responsible for lost, misplaced, or broken flower vases, or any wreath, spray, floral decorations, plants, or decorations of any kind damaged by elements, thieves, vandals, or by other causes beyond control. The management reserves the right to regulate the method of decorating lots so that a uniform beauty may be maintained.

D. The cemetery shall have sole and exclusive authority with respect to the planning, sodding, surveying, and improvements within the cemetery.

5.11 Potted Flowers

Potted flowers are not permitted in the cemetery at any time, except when contained in or on:

- a. a single-hooked shepherd hook;
- b. a vase permanently installed on the marker.

5.12 Removed items

Any items removed from interment spaces by cemetery personnel pursuant to these rules will be removed to the maintenance building and retained until the end of the calendar year, to allow retrieval by the visitor placing such item(s), and shall thereafter be disposed of. This holding period does not apply to items removed during the Cemetery clean-up periods as described above, which shall be disposed of without holding.

SECTION VI PERPETUAL CARE FUNDS

6.1 Perpetual Care – Deposit

The purchase price of all interment rights sold and to be sold in the cemetery is subject to an additional charge established from time to time by the Township, to be deposited into the Perpetual Care fund, (also known as the Endowment Care Fund), which amounts are held in trust and invested in accordance with the laws of the state of Illinois, to the extent applicable to the Dunleith Cemetery.

Care and maintenance means that, within the limits permitted by the income derived from the Care Fund, the cemetery grounds will be maintained and preserved including

- a. cutting grass, and trimming of shrubs and trees at reasonable intervals;
- b. the procuring of maintaining and keeping in good repair the drains, water lines, roads, buildings, fences and other structures, including features and embellishments of general character applicable to the cemetery as a whole or as to a particular area;
- c. maintenance of machinery, tools, and equipment for such care;
- d. compensation of cemetery workers, any discretionary payment of insurance premiums, and any reasonable payments for workers' pension and other benefits plans; and
- e. the payment of expenses necessary for such purposes and for maintaining necessary records of lot ownership, transfers, and burials.

6.2 Perpetual Care Exceptions

With respect to Dunleith Cemetery, the term “perpetual care” or “endowment care” shall not be construed as meaning the maintenance, repair or replacement of any memorials placed or erected upon lots; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work in the cemetery; nor does it mean the reconstructions of any marble, granite, bronze or concrete work on any sections or lot, or any portion or portions thereof in the cemetery, or building or structure, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by order of any military or civil authority, whether the damage be direct or collateral.

6.3 Perpetual Care – Expenditure Limited to Income

Perpetual care applied to lots, or to any space within the confines of the cemetery, shall be limited absolutely to the net income received from the investment of the care funds and no part of principal shall be expended.

6.4 Perpetual Care – Fund Deposited

It is understood and agreed between the interment space right owner and the cemetery that perpetual care funds shall be deposited with a financial institution to the end that the income from such accumulated funds shall be used for care as provided in the Rules and Regulations; but in no case shall the deposit be construed as a contract to care for any individual property or space in any way other than as defined in said Rules and Regulations; and the care of the grounds and buildings.

6.5 Management to Direct Expenditures

The net income from the perpetual care fund shall be expended in such manner as will be most advantageous to the interment space right owners as a whole, and in accordance with the purposes and provisions of the laws that may be applicable to the expenditures of such funds. The management 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 fund shall be expended and it shall expend the net income in such a 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. It may also expend the income for attorney's fees and other costs necessary to the preservations of the legal rights of the cemetery.

SECTION VII. TRANSFER OR ASSIGNMENT

7.1 Indebtedness

The management may refuse to consent to a transfer or an assignment so long as there is any indebtedness due the cemetery from the original Interment Space owner or from anyone else in connection with an interment, purchase of the Interment Space Rights or for any other reason.

7.2 Interment Rights Conveyed by Deeds

A Cemetery Deed will convey interment Rights to the purchaser(s). No deed for any interment right shall be issued nor shall any right of ownership pass to the purchaser(s), until the purchase price is paid in full.

7.3 Recording of Interment Space Rights and Burials

The township cemetery management will keep complete records of all owners of Interment Space Rights, and interments. Because the cemetery is a governmental cemetery township and records are public, information about property owners and interments shall be provided to those who inquire. Records requests may be subject to an administrative fee, which may be charged from time to time by management.

7.4 Transfer or Assignment

For the protection of lot owners of the cemetery, and to prevent unauthorized transfers and interments the management shall have complete records of the ownership of all Interment Space Rights in the cemetery. Therefore, the following restrictions are necessary and mandatory concerning sales, transfers, and assignment of all lots:

- A. No person shall sell, transfer or assign any Interment Space or any interest therein without complying with this Rule, and all sales assignments and transfers contrary to the terms of this Rule are void and of no effect, and will not be recognized by the management.
- B. Any person desiring to sell, transfer or assign any Interment Space rights, or interest therein, shall convey, transfer and assign such Interment Space right unto the cemetery, and the management will, after checking its records or making such other investigation as it may deem necessary, issue to the person(s) to whom the owner desires to sell, transfer or convey such Interment Space right, or any interest therein, a Cemetery Deed. The management shall make a reasonable charge for its services, which charge must be paid in advance.
- C. Interment rights shall be purchased solely for the purpose of personal or family interment or the interment of the person designated in the purchase agreement, and not for purposes of speculation. The price received for the sale of any lots, graves, or niches cannot exceed the current selling price of like property by the cemetery

SECTION VIII MODIFICATIONS AND AMENDMENTS

8.1 Amendments

The Township may, and hereby expressly reserves the right, at any time or times, to adopt new Rules and Regulations, or to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence in these Rules and Regulations.

8.2 Exceptions and Modifications

No waiver of, or failure to enforce any violation of these Rules and Regulations shall operate as a waiver of any subsequent violation of the same rule or regulation or as a waiver of any other rule or regulation, or the violation thereof.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The management 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 rules.

8.3 Severability

If any rule or regulation or part thereof shall be declared invalid, such declaration shall not affect or invalidate the remaining Rules and Regulations or parts thereof herewith established.