

RULES
AND
REGULATIONS

OF

MAPLEWOOD
CEMETERY

ADDRESS

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ANDERSON, IN 46012

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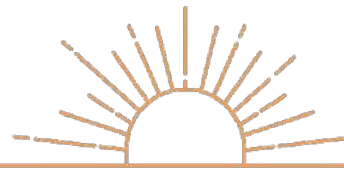


OFFICE HOURS

MONDAY - FRIDAY
8:00 AM – 4:30 PM

SATURDAY

By Appointment



MAPLEWOOD CEMETERY

EST. 1902



BOARD OF TRUSTEES

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MAPLEWOOD CEMETERY and its gardens are designed and maintained for the living as well as a perpetual memorial to the dead – where the memory of beautiful lives will be kept beautiful always.

Rules and Regulations Prescribing the CONDITIONS, LIMITATIONS and PRIVILEGES Attaching to Every Lot, Crypt, and Niche in MAPLEWOOD CEMETERY, April 2023.

Maplewood Cemetery is an old established cemetery centrally located adjacent to the beautiful campus of Anderson University. The cemetery also manages and cares for the older West Maplewood Cemetery located along scenic White River Walkway. Maplewood Cemetery is non-sectarian, and is open to all regardless of race, creed, or ethnic heritage. A specially consecrated area is available for Catholic burial. A prominent section has also been reserved especially for Veterans of the armed forces of the United States.

Founded in 1902, Maplewood Cemetery is owned and operated for and by its lot owners. The Cemetery is managed by a Board of Trustees who are lot owners, and who serve without pay or compensation. Maplewood Cemetery is a perpetual-care cemetery insuring future care and maintenance of its property. In addition to this trust fund there are approximately 35 acres of undeveloped land which will assure the public that Maplewood Cemetery may fulfill the burial needs of the community for the next 200 years.

FOREWARD

For the mutual protection of every owner, or owners, of burial rights these Rules are hereby adopted as the Rules of Maplewood Cemetery. This includes their successor or successors in burial rights and all visitors within the Cemetery. All burial rights sold shall be subject to said Rules, and subject, further, to such other rules, amendments or alterations as shall be adopted by Maplewood Cemetery. The reference to these Rules in the certificate of ownership to burial rights shall have the same force and effect as if set forth in full therein.

Article I DEFINITIONS 1-a. Maplewood Cemetery adopts the definitions as stated in I.C. 23-14-1-1.

1-b. The term “marker” as used herein, shall mean a memorial of granite, cast bronze, or a combination thereof, not exceeding sixteen inches in height, placed at the head or foot of one or more graves.

1-c. The term “Memorial” as used herein, shall include a monument, marker, headstone, private mausoleum, or columbarium for family or individual use.

1-d. The term “monument” as used herein, shall mean a memorial of granite, cast bronze, or a combination thereof, which shall extend more than sixteen inches above the surface of the ground, or any two-piece memorial, with a die sitting on a base, even though the height does not extend sixteen inches.

Article II GENERAL SUPERVISION 2-a. Maplewood Cemetery reserves the right to refuse the use of any of its facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the association.

2-b. Funeral under charge of Management. All funerals, on reaching the cemetery, shall be under the charge of the Management.

2-c. Once a casket containing a body is within the confines of the Cemetery, no one shall be permitted to open the casket or touch the body without the presence and consent of a member of the family of the deceased.

2-d. All burial space shall be used only for the interment of deceased human beings.

2-e. All grading, landscape work, improvements of any kind, care of burial space, the planting, trimming, cutting or removal of trees, shrubs or herbage of any kind, the opening and closing of burial spaces, interments, dis-interments and removals, shall be done by the employees and with the equipment of Maplewood Cemetery or under the supervision of the Maplewood Cemetery.

2-f. No sign of any advertising nature will be permitted in the Cemetery.

Article III BURIAL SPACE

3-a. Partition of Burial Space. When burial space is sold to more than one person, except for husband and wife, the person purchasing the same shall partition them at the time of such purchase and make a record thereof in the office of the Cemetery.

3-b. Space for Burial Purposes Only. All certificates of ownership when executed shall be construed as simply granting the original purchaser of the burial space the right to use the same for burial purposes, for the interment of himself and such other persons as are specified under the provisions of the heading "Legal Descent of Burial Rights," in Article VI hereof.

3-c. One Burial In Each Space. The remains of only one person shall be placed in a burial space, except when consent to the contrary is obtained from the Management. Exceptions being only when two sets of cremated remains, or one full-body burial and one set of cremated remains are placed in one space; and in both cases a Second Right of Burial fee will be assessed for this option.

3-d. Unsold Burial Space. The right of the Management to use any unsold burial space for any cemetery purpose is expressly reserved.

Article IV INTERMENTS AND DISINTERMENTS GENERALLY

4-a. Subject to Laws. Besides being subject to these Rules, all interments, disinterments and removals are made subject to all applicable laws, regulations, and orders of the properly constituted government authorities.

4-b. Time and Charges. All interments, disinterments and removals must be made at the time and in the manner and upon such charges as fixed by the Maplewood Cemetery.

4-c. No interments, disinterments or removals, or any interment service will be permitted on any of the following holidays, viz: Memorial Day, Fourth of July, Thanksgiving, or Christmas, except in case of death from a contagious disease, and on order of the Board of Health.

4-d. All interments, disinterments, removals, or services must be scheduled with the Management. Management requires at least twenty-four hours advance notice of interment and interment services and at least 7 days advance notice of disinterment, removal, or relocation of remains. Disinterment, removal, or relocation will be permitted only during the months of June, July, August, September except as approved by the Management or ordered by government authorities.

4-e. Application for Interment. The Management reserves the right to refuse interment and refuse to open any burial space for any purpose except on written application by the burial space owner, or his successor or successors in burial rights, made out on a form provided by the Management and filed in the office of the Cemetery. When an interment is to be made on a lot, someone authorized to do so shall

come to the office of the Cemetery and locate the grave on the plat book. The Management will not be responsible for errors in location.

4-f. Must Use Vault. Every earth interment shall be made in an outer burial vault of concrete, metal or polypropylene or a combination thereof, of sufficient strength and durability to constitute a reasonably permanent support for the weight above such container.

4-g. When instructions regarding the location of an interment space or plot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the Management may, in its discretion, open it in such location in the plot as it deems best and proper, so as not to delay the funeral; and the Association shall not be liable in damages for any error so made.

4-h. Errors May Be Corrected. The Management reserves the right to correct any error that may be made by it either in making interments, disinterments or removals, or in the description, transfer or granting of any interment space, either by cancelling such grant substituting and granting in lieu thereof other interment space of equal value and similar location as far as possible, or as may be selected by the Management, or in the sole discretion of the Management, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such space, the Management reserves the right to remove and transfer such remains so interred to such other space of equal value and similar location as may be substituted and granted in lieu thereof.

4-i. Delays Caused by Protests. The Maplewood Cemetery shall be in no way liable for any delay in the interment of the remains of a deceased person where a protest to the interment has been made or where the Rules of the Cemetery have not been complied with, and the Management reserves the right, under such circumstances, to delay the interment until full rights have been determined. The Management shall be under no duty to recognize any protests of interment unless they be in writing and filed in the office of the Manager.

4-j. Not Responsible for Identity. Maplewood Cemetery shall not be liable for the interment permit nor for the identity of the person sought to be interred.

4-k. Workman employed in placing or setting vaults, or bringing in materials for the setting of vaults, shall, as to the Cemetery, operate as independent contractors, but must do so by permission of and with the approval of the Management.

4-l. Damage done to lots, walks, drives, trees, shrubs, or other property, by vault companies, their agents, or their employees, shall be repaired by the Cemetery, and the cost of such repairs will be charged to the dealer or vault company.

Article V DISINTERMENTS AND REMOVALS

5-a. Right To Move. The remains of a deceased person interred in Maplewood Cemetery may be removed with consent of the Maplewood Cemetery and the written consent of the surviving spouse, or if there be no surviving spouse, then of the children, or if there be no spouse or children, then of the surviving parents of the deceased, or should there be no surviving spouse nor children nor parent, then of the brothers and sisters of the deceased. If the consent of any such person or of the Maplewood Cemetery cannot be obtained, then no such removal shall be made without a judgment of the Circuit or Superior Court of Madison County, State of Indiana provided, however, nothing in this paragraph contained shall apply to or prohibit the removal of remains as provided in the sales agreement or provided however, that this section shall not apply to nor prohibit the removal of any remains by the cemetery from a plot for which the purchase price is past due and unpaid, to some other suitable plot in the cemetery. Neither shall this section apply to the disinterment of remains upon the written order of the Coroner of Madison County, State of Indiana.

5-b. Care of Removal. The Management will exercise all reasonable precautions in making a removal, but it will be under no liability for damage to any casket or burial case or urn in making such removal.

5-c. No remains, either cremated or uncremated, of any deceased person shall be removed from any cemetery, except on written order of the applicable Health Authorities of the State of Indiana and written consent of the spouse or next of kin authorizing disinterment. The written order of such Health Authority shall be issued by it in duplicate, one of which shall be delivered to and retained by the cemetery from which such removal is made, and the other delivered to and retained by the cemetery to which it is made.

Article VI LEGAL DESCENT OF BURIAL RIGHTS (Acts of Indiana General Assembly, 1939, as amended covering “Burial Rights” applicable to Maplewood Cemetery.)

Burial Rights—Sale of

6-a. After recording the plat and the certificate of dedication as here in provided, the owner of such cemetery may sell and grant burial rights therein, which shall not thereafter be transferred or assigned without the written consent of the Management of the Cemetery.

6-b. All burial rights in lots, plots, and burial space granted to individuals shall be the sole and separate property of the person named as grantee in the instrument of grant: Provided, however, that the spouse of the grantee of any such plot containing more than one interment space if otherwise consistent with the grant shall have a vested right of interment of his or her remains there in and any person thereafter becoming the spouse of such grantee shall have a vested right of interment in such plot if more than one interment space therein remains unoccupied at the time such person becomes the spouse of such grantee. No transfer or other action of such grantee without joinder therein or written consent indorsed thereon or attached thereto of the spouse of such grantee shall divest such spouse of such vested right of interment: Provided, however, that a final decree of divorce between them shall terminate such vested right of interment unless it shall be otherwise provided by such decree. In all grants of burial rights to two or more persons as joint tenants, each joint tenant shall have a vested right of interment of his or her remains in the plot so granted. Upon the death of a joint tenant, the title to the burial rights in the plot theretofore held in joint tenancy immediately vests in the survivor or survivors, subject to the vested right of interment for the remains of the deceased joint tenant owner. Any burial right held in “joint tenancy” is the ownership by two or more persons, not husband and wife, with the right of survivorship. An affidavit by any competent person setting forth the fact of the death of one joint tenant and establishing the identity of the surviving joint tenant named in the instrument of grant of burial right in any cemetery plot, when filed with the cemetery in which such plot is located, shall be complete authority to the cemetery to permit the use of the unoccupied portion of such plot in accordance with the direction of the surviving joint tenant or his successor in interest.

When the owners are husband and wife the title shall be recognized as “tenancy by the entireties” and the right of interment shall be vested and controlled equally by both while living, or the surviving spouse or the immediate next of kin.

A vested right or interment as in this section provided may be waived by an instrument in writing or shall be terminated upon the interment elsewhere of the remains of a person entitled thereto under this section. No such vested right of interment shall be construed to give any person the right to have his or her remains interred in any interment space in which the remains of any deceased person having a prior vested right of interment therein shall have been deposited, or to any person the right to have the remains of more than one deceased person interred in a single interment space in violation of the rules and regulations of the cemetery in which such interment space is located.

6-c. Family Burial Lots—Creation—Applicability

Upon the death of the record owner of the burial rights in a burial plot, then unless such owner shall have disposed of such burial rights by a specific device thereof in his last will and testament, or by a written designation filed with the cemetery as provided by Sec. 6-d hereof, such burial rights shall thereby become inalienable, and such burial plot shall thereafter be held as the family burial plot of such deceased owner. In said family burial plot one grave may be used for the record owner's interment, and thereafter one for the surviving spouse of the record owner, and in those spaces remaining, if any, the parents and children of said deceased record owner in order of need may be interred without the consent of any person claiming any interest therein. In the event there shall be no parent or child surviving such deceased record owner, the right of interment therein shall go in order of need first, to the spouse of any child of said record owner and second, in order of need to the heirs at law of said owner as specified by the statutes of descent or the spouse of any such heir at law.

Any surviving spouse or any parent, child or heir of such deceased owner having a right of interment in such plot, may by written instrument recorded with the cemetery waive such right in favor of any other relative or spouse of such relative of such deceased record owner; upon such written waiver the body of the person in whose favor the waiver is made may be interred therein.

An affidavit setting forth the fact of the death of the owner and the name of the person or persons entitled to use such property in accordance with the provisions of this act, shall be complete authority to the cemetery to permit the use of the unoccupied portions of such plot by the person or persons as shown by the affidavit, to be entitled thereto.

6-d. Purchaser May Designate. The original purchaser of burial space may at any time, prior to his or her death, execute an instrument in writing directing who shall be interred in such burial space and deposit said instrument with the Cemetery; provided, that if said purchaser shall designate any person or persons other than his immediate family or kindred, he shall first obtain the written permission of the Manager, who shall have the power to withhold his approval thereto for any cause which he in his discretion deems proper, and in the event such designation is so made, it cannot be transferred by such person or persons so designated.

6-e. Co-owners—Rights. Where there are several owners of burial rights in a burial plot such owners may designate in writing one or more persons to represent them, and file such written designation with the owners of such cemetery; in the absence of such notice or of written objection to its so doing, the cemetery shall not be liable to any owner for interring or permitting an interment therein upon the request or direction of any registered co-owner of such burial rights.

6-f. Transfers or Assignments. In determining the ownership of burial rights, the Maplewood Cemetery shall not at any time be bound to recognize any person as grantee or owner of any rights except the grantee named in the original grant by the Cemetery, and his successors herein specified, nor shall it at any time be bound to recognize any agreement or understanding affecting such rights not filed and approved in accordance herewith.

6-g. The Maplewood Cemetery may refuse to consent to a transfer or to an assignment if there is any indebtedness due to the Cemetery from the record plot owner.

6-h. All transfers of ownership in plots, right of sepulcher, etc., shall be subject to a reasonable transfer and recording fee payable in advance. All forms and papers necessary for said transfers will be furnished by the Cemetery.

6-i. Acts of 1929. Conveyance of lots to companies to be held in perpetuity.

Article VII DECORATIONS *A separate document specifically outlining Maplewood Cemetery policies related to decorations is available in the cemetery office.*

7-a. Plantings of any kind must be arranged through and approved by cemetery management. MWC Management reserves the right to trim, prune, or remove any planting that is unapproved, or in the sole opinion of management, is deemed overgrown, diseased, or unsightly, as well as plantings that infringe on adjacent spaces.

7-b. All graves will be sodded or seeded (in the appropriate season) and will be maintained.

7-c. No enclosures, curbing, or edging of stone, bricks, or any other material or ground covering such as rocks or mulch will be allowed on any lot, grave or monument.

7-d. Lot owners will not be permitted to place chairs, settees, or similar items of any kind on the grounds; however, certain types of benches are permissible as markers with prior approval of management.

7-e. Decorations such as toys, globes, shells, decorations on stakes, knick-knacks, trinkets, rocks, photos, pinwheels, solar lights, and bric-a-brac of every description, etc. are not permitted in or on the ground during mowing season – March 15 through November 15. (Exceptions are noted in 7-g.)

7-f. Flower arrangements left at a gravesite after a funeral will be placed on the grave once the grave is filled (or as close as possible to a crypt or niche). Arrangements will remain in place for 3-4 days, at which time they will be removed and discarded.

7-g. During mowing season (March 15 through November 15) permitted decorations can be placed in or on the ground on the Friday before Easter, Mother’s Day, Memorial Day, and Father’s Day and can remain in place for one week after the holiday. Items intended for future use must be picked up before 8:00 a.m. on Monday the week after each holiday. Any items remaining in or on the ground and holiday items remaining in vases or on markers will be removed and discarded at that time.

7-h. Winter, Thanksgiving, and Christmas-specific decorations including holly, evergreen, grave blankets, wreaths, and flower arrangements may be placed on graves or monuments beginning November 15th and may remain in place until March 15th after which date all such decorations will be removed and discarded. Items intended for future use must be removed PRIOR TO March 15th. ***NOTE: In the event of an early spring, grave blankets may be removed earlier than March 15th if they are inhibiting spring grass growth or have become unsightly.***

7-i. Fresh-cut flowers may be placed on graves at any time. (See 7-m.)

7-j. Artificial flowers in approved vases and saddle arrangements on monuments can remain in place indefinitely as long as the flowers are in good repair and are not holiday specific. (See 7-k.)

7-k. All flowers and other decorations of any kind and in any location that, in the sole judgement of cemetery management, have become faded, tattered, dilapidated, are in disrepair, or are otherwise deemed unsightly, those deemed offensive or inappropriate, and those in violation of Maplewood Cemetery Rules and Regulations are subject to removal at any time and without notice and will be discarded.

7-l. Regular inspections of the grounds and discarding of prohibited items will occur during mowing season.

7-m. The Woods: Fresh cut / live flowers / arrangements are permissible on the day of the burial and will be removed in 3-4 days. Fresh cut / live flowers (without ribbons, plastic, rubber bands, etc.) can be placed on a grave at any time. Shepherd hooks, artificial flowers, and ALL other decorations are prohibited.

7-n. Tape, Command hooks, Velcro, suction cups, stickers, photos, and wire are prohibited on mausoleum buildings.

7-o. Decorations are not permitted on the granite ledge around the base of the mausoleums, in or on the ground, propped behind a name plate or stuck into a gap in the granite. (Exceptions are noted in 7-g.)

7-p. Decorations on crypts/niches cannot extend over adjacent crypts/niches.

7-q. Crypt / niche decorations are subject to the same seasonal restrictions and scheduled clean-ups as all other decorations in other parts of the cemetery.

7-r. The following items are ALWAYS prohibited in ALL locations: glass, food, and alcohol containers of all kinds.

7-s. *Decorating a loved one's grave with valuable or extremely sentimental items is strongly discouraged.* Maplewood Cemetery does NOT assume responsibility for these items and cannot guarantee the safety or security of any item placed on the grounds of this public cemetery.

7-t *SHEPHERD HOOKS – POLICY UPDATE* The following guidelines regarding the use of shepherd hooks go into effect **MARCH 15, 2025**. *The MWC Board of Trustees and Management will review the public's compliance with this new shepherd hook policy after one year. At that time the policy will either remain in place OR the decision will be made to eliminate shepherd hooks entirely.*

7-t 1. Acceptable shepherd hooks must be black in color, have only have one hook, cannot be anchored in concrete, are limited to an installed above ground height of 40"-54" (measured from the ground to the highest point), and cannot infringe on adjacent spaces.

7-t 2. Only one shepherd hook is permitted per marker. A shepherd hook cannot be placed by 2nd Right markers positioned in the center of a space, are not permitted on unmarked graves, and are not permitted in The Woods, the Veterans section, or at mausoleums.

7-t 3. Decorations must hang from the hook and nothing can be attached to the pole itself

7-t 4. Shepherd hook poles must not extend above the arch of the hook itself and cannot have lanterns, finials, or other decorations extending above the arch of the hook.

7-t 5. No bird feeders or bird houses can hang from shepherd hooks.

7-t 6. Items on a shepherd hook cannot be made of glass.

7-t 7. No other types or shapes of hooks, poles, posts, banner holders, or trellis-type structures are permitted.

7-t 8. Decorations on shepherd hooks are subject to the same seasonal restrictions and scheduled clean-ups as all other decorations. Dead flowers / plants will be removed and discarded without notice.

7-t 9. After March 15, 2025, shepherd hooks that do not comply with these specifications will be removed and discarded without notice.

More information can be obtained by contacting the cemetery office.

Article VIII VISITORS 8-a. Visitors are reminded that the Cemetery grounds are sacredly devoted to the interment of the dead, and that a strict observance of the proprieties due such will be required.

8-b. The Management retains complete control over visiting privileges to the Cemetery and reserves the right to make such regulations and restrictions as to when and to whom such privileges will be extended as may, to the Board of Trustees, from time to time, seem expedient.

8-c. The Management further reserves the right to make such regulations and restrictions concerning what vehicles, or conveyances, will be permitted within the grounds as well as the method and manner of operating or driving the same while within the grounds. All such vehicles permitted to enter must be operated in a manner wholly in keeping with the dignity and solemnity of the Cemetery.

8-d. Sightseeing Cars or Buses. The Management reserves the right to refuse admittance to sightseeing cars or buses.

8-e. Speed of Vehicles. Vehicles of all types must be driven at a speed commensurate with the traffic within the Cemetery.

8-f. Removal of Flowers. Permission of the Management must be obtained before removing any flower, shrub, or plant.

8-g. Firearms. Persons with firearms will have permission to enter the Cemetery only when participating at military funerals or exercises.

8-h. Children. Children under sixteen years of age must be accompanied by an adult who will be responsible for their conduct. Special permission may be given by application of the parents to the Cemetery office and passes will be provided.

8-i. Soliciting. Soliciting the sale of any commodity shall not be made within the confines of the Cemetery. No signs, notices or advertisements of any kind shall be allowed in the Cemetery, unless placed by the Management.

8-j. All dogs must be on a leash at all times. Dog walkers are required to clean up after their dogs.

8-k. Strangers must keep at a respectful distance during interment services. It is not the time or place to satisfy an idle curiosity.

8-l. The cemetery gates will be opened at Dawn and closed at Dusk daily. The office will be open Monday through Friday from 8:00 a.m. to 4:30 p.m. On Saturdays, Sundays, and Holidays the office will be open by appointment only. No one is permitted to enter the Cemetery after the gates have been closed.

Article IX CARE 9-a. Cemetery Care. All lots in Maplewood Cemetery are sold with an assurance of Future Care without additional charge. To provide this fund, fifteen percent of all lot sales is set aside in trust. By a trust agreement with the Indiana Trust & Investment Management Co., as Trustee, this irrevocable Perpetual Care Fund must be held intact, and the investment company is

charged with the safe-keeping and investment of it, and only the net income can be used for the care and maintenance of Maplewood Cemetery and for no other purpose.

9-b. The general objective of Maplewood Cemetery is building, operating, and maintaining a modern burial estate that will always be a beautiful memorial to the deceased and a place that the living may appreciate and sacredly enjoy. Hence, the term “Perpetual Care” shall be held to mean all general work necessary to always keep the property in a presentable condition. This shall include the cutting of grass at reasonable intervals; raking, cleaning, filling, seeding, or sodding of graves; replacement and pruning at proper times of shrubs and trees placed by the Cemetery; the repairs and maintenance of the enclosures, buildings, drives, walks and the different gardens, to the end that said grounds shall permanently remain and be reasonably cared for as cemetery grounds. This shall also include the keeping of the office and the records that they shall always be in order.

9-c. The term “Perpetual Care” shall in no case be construed as meaning the maintenance, repair or replacement of memorials placed upon plots, nor the repairs of foundations of the same, or doing any special or unusual work in the Cemetery.

9-d. It is understood and agreed between the purchaser and the Cemetery that all of said perpetual care funds shall be deposited with others of like character and intent, to the end that the income from such accumulated general fund shall be used by the Cemetery, as best in its judgment, for the perpetual care and maintenance as above defined; but in no case shall any deposit be construed as a contract to care for any individual property or space other than as above defined; and the perpetual care of the Cemetery shall be limited to the net income received from the investment of such funds.

9-e. “Special Care” shall include only those specific services set forth in special care agreements with plot owners. It may include the placing of floral decorations at Easter, Memorial Day, Christmas, or at any date requested, or any other purpose or use not inconsistent with the purpose for which the Cemetery was established or is being maintained.

9-f. Private Mausoleum and Columbarium. Before any vault, tomb, sarcophagus, private mausoleum, or columbarium is erected, the lot owner or his successor or successors in burial rights must deposit with the Maplewood Cemetery a sum of money estimated to yield an income for the proper care of such structure, in no case, however, will this amount be fixed at less than ten percent of the cost of the structure. Before any memorial is placed on a lot, a perpetual care fee will be paid by the lot owner or monument dealer at the rate of 18¢ per square inch for all monuments and memorials.

9-g. Since Maplewood Cemetery, organized in 1902 as a stock company, did not establish a Future Care Fund at that time, and since this fund was not established until the Cemetery was reorganized into a Lot Owners Association in 1953, the owners of lots purchased before 1953, are being asked to voluntarily contribute to the Future Care Fund of Maplewood Cemetery, or to set aside funds to be paid the Cemetery from their estate.

Article X MONUMENTS & MEMORIALS

10-a. General. The lot owner or his successor or successors in burial rights shall have the right to place a proper memorial subject to the space on the lot and under the provisions of the Rules of the Cemetery governing the same. Plans for all memorials must be submitted to the Management for approval before any contract is made for the same.

10-b. Foundations. Foundations for all memorials will normally be constructed by the cemetery, for which reasonable charges will be made, and must be ordered and paid in advance. Memorials are not to be delivered until notice is sent by the cemetery that the foundations are ready to receive work. All orders for

installation of foundations must be filed with the cemetery and will be installed as soon as possible at our convenience. Anyone working in Maplewood Cemetery will be required to adhere to all Rules and Regulations. The cemetery reserves the right of approval for the size and type of the foundation.

10-c. Material. All monuments and memorials must be made of a high-quality granite or bronze. If cast bronze is used, the bronze must be at least ¼-inch thick and cast from an alloy containing not less than 87% copper and not more than 2½% lead. No artificial stone of any description will be permitted. Maplewood Cemetery offers both granite and bronze markers.

10-d. Workmen. Workmen employed in placing or erecting memorials, or bringing in materials, shall, as to the Cemetery, operate as independent contractors, but must do so by permission of and with the approval of the Management.

10-e. Lot Payment. The erection of a monument will be permitted when complete payment of the purchase price of the spaces(s) and monument have been made.

10-f. Slabs. Slabs as covers for graves or surface vaults will not be permitted.

10-g. Exceptions. Section 8, the Veterans' area, permits only one type of memorial, the upright veterans' marker provided by the government. The small lots on the East part of Section 24 permit monuments or grass level markers, as indicated at time of purchase. Section 24-A permits only bronze markers on granite bases. Section 31-A permits only grass-level markers of granite, or bronze mounted to a granite base.

10-h. Maximum length of monument 5 feet on each four graves. On larger lots the length of the monument is restricted to sixty-five percent of the width of the lot. Odd-shaped lots may permit a monument on a smaller lot, and special sections may be set aside for the erection of a monument on smaller lots, but the length will be held to sixty-five percent of the width of the lot, at the place where the monument will be placed. All baby markers must be set flush with the lawn except when a full adult space is used and then it would be placed in the proper place to conform with the other markers in the area or as where the Cemetery might consider the best place for it for easier maintenance of the area.

10-i. No mausoleums will be permitted to be built, unless the designs are exceptionally good and the construction is solid and thorough, and then at such places only, within the grounds, as may be fixed by the Trustees. Designs must be submitted to the Trustees, and will not be approved unless the structure will, in their judgment, be an architectural ornament to the Cemetery.

10-j. In the erection of monuments, mausoleums, tombs, or other structures, a place will be designated by Grounds Supervisor for the deposit of stone, brick, or other materials.

10-k. All workmen employed in the construction of mausoleums, or any other work must be subject to the control and direction of the Grounds Supervisor; and any workmen failing to conform to such regulations will not be permitted afterwards to work on the grounds.

10-l. While a funeral or interment is being conducted nearby, all work of every description shall cease.

10-m. The name of inscription on each monument, vault, marker or crypt or niche must correspond with the name and record in the office of the Cemetery, and no changes shall be made thereon except upon request of the proper parties and by permission of the Management.

10-n. Damage. Damage done to lots, walks, drives, trees, shrubs, or other property, by dealers or contractors, or their agents, shall be repaired by the Cemetery, and the cost of such repairs will be charged to the dealer or contractor.

10-o. Removal. Monuments or markers shall not be removed from the Cemetery except by written order of the lot owner or his successor or successors in burial rights and by permission granted by the Management. Should any monument, effigy, structure, object, inscription on any vault, tomb, sarcophagus, mausoleum or like structure in which remains are interred, having been erected in or upon any lot and determined by the Maplewood Cemetery to be offensive, improper, dangerous or injurious to the appearance of the surrounding lots or grounds, and no adequate provision is made to correct the situation, the Management shall remove such object and inter any remains therein in the earth upon said lot, thereafter maintaining the lot in the same manner as other lots where earth burials are made.

10-p. Material Guarantee. Producers of monument materials (meaning thereby quarries, quarriers who also manufacture memorials, and manufacturers of memorials not quarriers) in order to secure the approval of the Cemetery, must agree to sell only first-grade, clear stone for memorial purposes, and must guarantee that such stone is free from sap or anything which will cause rust stains and that it will not check or crack, and must agree that should such faults develop within five years from the date of setting, the memorial will be replaced, without cost to the Cemetery or to the lot owner or his successor or successors in burial rights, by such quarrier so manufacturing said memorial or by the manufacturer thereof, as the case may be. Retail dealers, in order to secure the approval of the Cemetery, must agree to use only first-grade clean stone from producers, and must guarantee memorial to be executed in first-grade workmanship, with the further agreement that should faults develop within five years due to the setting, treatment or handling of the same by the memorial dealer, such memorial will be replaced by such memorial dealer without cost to the Cemetery or lot owner or his successor or successors in burial rights.

10-q. Cleaning. Any person or firm engaged to clean a memorial must procure a written permit from the management before any work in the Cemetery commences. To secure such a permit, it shall be necessary for the person or firm to submit satisfactory evidence of his or its ability properly to perform the work for which engaged.

Article XI PROTECTION AGAINST LOSS **11-a.** When Cemetery Not Responsible. The Maplewood Cemetery shall take reasonable precaution to protect space owners, their successor or successors in burial rights, and their rights in the Cemetery, from loss or damage; but it 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, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

Article XII EXCEPTIONS AND AMENDMENTS **12-a.** Exceptions. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Maplewood Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of these Rules when, in its judgment, the same appear advisable; and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule.

12-b. Amendments. The management and conduct of the Cemetery are under the control of the Board of Trustees, who have the right hereby expressly reserved, at any time to change, modify, or add to these Rules whenever in their judgment, is in the best interest of the Cemetery.

Article XIII GLASS FRONT NICHES **13-a.** ALL cremation urns must be approved by the management of Maplewood Cemetery prior to being placed into the glass front niche. With each urn it

will be permitted to place a maximum of two personal items in the niche next to the urn. As with the cremation urn, ALL personal items must be approved by the management of Maplewood Cemetery prior to placement. The types of personal items which may be placed in the niche but not limited to are eyeglasses, cameos, military medals, pen, article related to deceased's hobby etc. No items may be attached to the back or sides of the niche in addition to the glass front itself.



“Show me the manner in which a nation or a community cares for its dead and I will measure with mathematical exactness the tender sympathies of its people, their respect for its laws of the land, and their loyalty to high ideas.”

-Gladstone

