



RULES AND REGULATIONS

Elm Lawn Memorial Park



MAY 6, 2025

ELM LAWN MEMORIAL PARK
401 E Lake St Elmhurst IL 60126

NOTE: Arlington Cemetery, Inc., d/b/a Elm Lawn Memorial Park ("Elm Lawn" or "Cemetery" reserves the right at any time and in its sole discretion, with or without notice, to adopt new Rules and Regulations and or modify, amend, change or repeal any existing Rules and Regulations. It is expressly understood that all purchasers of lots in Elm Lawn Memorial Park make their purchases subject to every rule and regulation which may at any time be put in place by Elm Lawn Memorial Park. In addition, all visitors to Elm Lawn are subject to every rule and regulation which may at any time be put in place by Elm Lawn. **DEFINITIONS**

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

- "Authorizing Agent" means a person legally entitled to order the cremation and final disposition of specific human remains.
- "Burial" means the disposition of human remains by earthen burial in a grave.
- "Casket" means a rigid container that is designed for the encasement of human remains, is usually constructed of wood, metal, or like material and ornamented and lined with fabric, and may or may not be combustible.
- "Cemetery" means the burial ground commonly known as Elm Lawn Memorial Park DBA Arlington Cemetery Inc and includes, without limitation, any land or structure dedicated to, reserved or used for the interment of human remains; all vegetation therein; all graves, mausoleums, crypts, columbaria, niches or other internment spaces therein; all memorials and works of art therein; all roads, walkways and other structures of every kind therein; all equipment and facilities incident to the operation of the Cemetery; and all public rights of way.
- "Cremation" means the technical process, using heat and flame, that reduces human remains to bone fragments. The reduction takes place through heat and evaporation. Cremation shall include the processing, and may include the pulverization, of the bone fragments.
- "Cremation chamber" means the enclosed space within which the cremation takes place.
- "Cremation interment container" means a rigid outer container that, subject to a cemetery's rules and regulations, is composed of concrete, steel, fiberglass, or some similar material in which an urn is placed prior to being interred in the ground, and which is designed to withstand prolonged exposure to the elements and to support the earth above the urn.
- "Cremation Vault" means a rigid outer container that, subject to a cemetery's rules and regulations, is composed of concrete, steel, polymer, fiberglass, or some similar material in which an urn is placed prior to being interred in the ground, and which is designed to withstand prolonged exposure to the elements and to support the earth above the urn.
- "Crematory" means the building or portion of a building or portion of a portion of a building that houses the cremation room and the holding facility.
- "Crypt" means a space in a mausoleum used or intended to be used for the entombment of human remains.

- "Entombment" means the placement of individual Human Remains or individual cremated Human Remains in a specific mausoleum crypt or lawn crypt.
- "Entombment right" means the right to place individual human remains or individual cremated human remains in a specific mausoleum crypt or lawn crypt selected by the consumer for use as a final resting place.
- "Grave" means a space of ground in a cemetery, used, or intended to be used, for burial.
- "Human remains" means the body of a deceased person, including any form of body prosthesis that has been permanently attached or implanted in the body.
- "Interment right" means the right to place individual human remains or cremated human remains in a specific underground location selected by the consumer for use as a final resting place.
- "Inurnment" means the placement of individual cremated human remains in a specific niche selected by the consumer for use as a final resting place.
- "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.
- "Lawn crypt" means a permanent underground crypt usually constructed of a reinforced concrete or similar material installed in multiple units for the entombment of human remains.
- "Memorials, markers and monuments" means the object comprised of a permanent material of granite or bronze used to identify and memorialize the deceased.
- "Niche" means a space in a columbarium used or intended to be used, for inurnment of cremated human remains.
- "Outer burial container" means a container made of concrete or steel used solely at the interment site, and designed and used exclusively to surround or enclose a separate casket and to support the earth above such casket, commonly known as a burial vault, grave box, or grave liner, but not including a lawn crypt.
- "Processing" means the reduction of identifiable bone fragments after the completion of the cremation process to granulated particles by manual or mechanical means.
- "Pulverization" means the reduction of identifiable bone fragments after the completion of the cremation process to granulated particles by manual or mechanical means. •
- "Second right, third right, or fourth right" means the interment, inurnment, or entombment of remains in a grave, niche or crypt that contains human remains.
- "Temporary container" means a receptacle for cremated remains that can be closed in a manner that prevents the leakage or spillage of the cremated remains or the entrance of foreign material, and is a single container of sufficient size to hold the cremated remains until an urn is acquired.
- "Urn" means a receptacle designed to encase the cremated remains.

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 Elm Lawn now in effect or adopted in the future.

2. Elm Lawn reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery. The Rules and Regulations are subject to change at any time and without notice.
3. The maximum speed limit in the Cemetery is 25 miles per hour. All vehicles shall be restricted to the Cemetery roads. No undue noise shall be permitted in operating vehicles through the Cemetery and only licensed drivers may operate vehicles within Cemetery grounds.
4. The Cemetery reserves the right to exclude any and all vehicles and funeral processions from the Cemetery when it is determined to be necessary for the safety of the public, for private protection or for the protection of the Cemetery and or its employees. All vehicles, their drivers and passengers, and all other persons, while within the grounds, shall be subject to the direction of the Cemetery management and must abide by the Cemetery's Rules and Regulations.
5. Buses, party buses and semi-tractor trailers may not enter the Cemetery unless prior special permission has been given by the Cemetery management in writing.
6. The Cemetery is not responsible for theft or damage that occurs on Cemetery grounds.
7. All persons must display proper respect for the deceased and the burial grounds in which they are interred. The Cemetery and its employees reserve the right to take appropriate measures as they see fit to assure strict observance of this principle.
8. At discretion of Cemetery, any person engaging in disrespectful or disruptive behavior may be required to vacate Cemetery.
9. No person shall be permitted to bring or carry fire-arms within the Cemetery, except for members of a Military Honor Guard during a Military Service with the prior approval of the Cemetery or Law Enforcement.
10. Cemetery visiting hours are Sunrise to Sunset. No person is permitted on the Cemetery grounds after hours. Cemetery office business hours are Monday thru Saturday 8:30am- 4:30pm.
11. No alcohol, marijuana, or illicit drugs are permitted on Cemetery grounds.
12. The solicitation of work in the Cemetery is prohibited.
13. Third-party selling of products or merchandise within the cemetery is prohibited.
14. All persons that enter the Cemetery do so at their own risk.
15. Cemetery is not responsible for damage due to natural causes, inclement weather, strikes, unforeseen underground obstructions, vandalism, theft, acts of nature, the filing of a protest, improper scheduling of the interment service or any other circumstances beyond Cemetery's control.

16. No outside contractors may do any work in Cemetery without prior notification, proof of insurance with Cemetery listed as an additional insured and Waiver of Subrogation, payment of necessary fees and the permission of the Cemetery.
17. No animals are allowed on Cemetery grounds, except for licensed or approved service animals.
18. While a funeral or interment is being conducted nearby, all work of any description should cease. All visitors shall move their cars out of the way of the funeral procession or be subjected to expulsion from the Cemetery.
19. No peddling, soliciting, or loitering is permitted in the Cemetery at any time.
20. All disinterments are subject to guidelines and procedures set by the President of the Cemetery. Such procedures may change from time to time according to circumstances that might occur, legislation or changes in the law. Check with the Cemetery office for guidelines and procedures.
21. Any hazardous condition noticed by the Cemetery may be corrected immediately by the Cemetery without notice to any holder of an Interment Right, Entombment Right or Inurnment Right, including but not limited to removing glass candles, vases, and receptacles, fallen or improperly installed Memorials, Markers and Monuments, sunken grave, and leakage from a crypt.
22. All persons shall conduct themselves in a lawful manner while entering and exiting the Cemetery grounds and while at the Cemetery grounds.
23. The Cemetery shall not be liable for failure to comply with its Rules and Regulations and/or applicable laws or governmental regulations, equipment failure, inclement weather, strikes, unforeseen underground obstructions, the filing of a protest, traffic congestion, disturbances or other circumstances beyond the Cemetery's control.
24. The Cemetery shall not be liable for any actions of third parties.

MEMORIALS

- Elm Lawn reserves the right at all times to prescribe the kind, design, size, symbolism, crafting, and material of all Memorials, Markers, and Monuments and inscriptions placed in the Cemetery.
- All owners or anyone duly authorized to act for and on behalf of the owner, for all Memorials, Markers and Monument purchased through an outside vendor, must complete, in full, a cemetery installation application and submit with memorial proof and full installation or foundation payment for Cemetery review. Installation applications will only be approved if the Memorials, Markers and Monuments comply with all Rules and Regulations of the Cemetery and if the proof is accurate and the amount due is correct. Installation applications are available at the office.
- Only lawn level markers are allowed. Raised, slant, and bevel memorials are not permitted. An exception may only be made in the instance of a spousal match in the same row with prior Cemetery approval.

- Only bronze or bronze on granite lawn level markers are allowed in Sections 14, 19, 21, 22, and 25.
- Bronze or granite lawn level markers are allowed in Sections 1, 2, 3, 5, 6, 7A (Memory Lawn), 8, 9, 10, 11, 12, 15, 16, 17, 18, 20, 23, 24, 26, Memory Hill, and Pet Lawn.
- Lawn level markers on a single grave can be no smaller than 20 inches in length and no larger than 24 inches in length. (Not including the infant areas.)
- A lawn level marker on two graves can be no smaller than 36 inches in length and no larger than 54 inches in length.
- All lawn level granite or bronze on granite markers must be 4 inches thick and all sides sawn smooth.
- Duplication of markers is not required.
- A maximum of two lawn level markers are permitted on a single grave. One must be placed at the head of the grave and the other at the foot of the grave.
- Monuments are allowed in Sections 2, 3, 5, 6, 8, 9, 10, 11, 12, 15, and 16 with the purchase of four adjacent graves minimum.
- A minimum of four adjacent graves are required for a monument. The graves may be aligned in a row or stacked in two adjacent rows with the same number of graves in each row. The monument is centered at the head of the graves. If graves are in two rows, the monument is centered in between the two rows. The base of a monument must not exceed 2/3rds of the width of the graves. The distance on either side of the base must be equivalent.
- The base of the monument may not exceed 8' long.
- The overall height of the monument, which is calculated by adding base height plus tablet, must not exceed 2/3rds the length of its base.
- No monument can exceed 4'6" in height.
- No rock pitch top monuments are allowed (Polish 2). The front, top and back of monuments must be axed or polished.
- A monument base's vertical sides must be rock pitch with the exception of polished margins.
- All bases of monuments must be a minimum of 8" in height.
- All dies of monuments must be a minimum of 8" in width.
- No inscriptions are allowed on the back of monuments unless the owner of the graves on which the monument is placed also owns the graves behind the monument.
- All memorials will be set & installed by cemetery personnel, except monuments.
- All foundations will be poured by Cemetery.
- Location of columbarium, private mausoleum, & sarcophagus to be approved on a case by case basis by Cemetery management.
- Statuary, monoliths, marble or southern granite is not permitted.
- Ceramic pictures are discouraged. The lot owner or purchaser must sign a ceramic picture liability waiver supplied by Cemetery.
- Vases are discouraged. The lot owner or purchaser must sign a vase liability waiver supplied by the Cemetery.
- The Cemetery is not responsible for damaged or missing ceramic photos or vases.

- Before any marker or monument is approved for installation, all graves must be paid in full.
- All memorials must be paid in full prior to being installed in Cemetery.
- Any marker that is paid in installment payments will not be ordered or installed until full payment has been received.
- No property owner shall erect or place, or cause to be erected or placed, any Memorials, Markers and Monuments until they are first approved by the Cemetery. In addition, the Cemetery reserves the right to remove completed Memorials, Markers and Monuments if it finds such to be unsatisfactory.
- No Trademarks or Copyrighted images shall be permitted on Memorials, Markers and Monuments without the express written consent of the Trademark or Copyright holder.
- The Cemetery, at its sole discretion, may prohibit or prevent the placement of any decorations and Memorials, Markers and Monuments designs it deems inappropriate, offensive or vulgar, including but not limited to firearms, gang signs, profanity and violent images
- The Cemetery reserves and shall have the right to correct immediately any error that may be made by its employees or any persons in the location or placing of Memorials, Markers and Monuments in the Cemetery.
- All Memorials, Markers and Monuments shall be set as prescribed by the Cemetery to conform to the general plan of the Cemetery.
- The Cemetery has the right to temporarily remove or traverse any Memorials, Markers and Monuments for access to a Lot in preparation for Burial, Entombment, for filling necessary graves in surrounding area, and or to reset any Outer Burial Container that has encroached onto another persons' Lot, without notice to any Interment Right owner.

GENERAL RECOMMENDATIONS

- It is the recommendation of Cemetery that markers are purchased from Cemetery in order to economically support Cemetery. The income helps to keep the Cemetery in good condition for the benefit of all.

RIGHTS OF LOT OWNERS

- Interment Rights can be purchased in the Cemetery only with the written approval of the Cemetery and subject to the Rules and Regulations of the Cemetery now or hereafter adopted by the Cemetery and for the purpose of interment and memorialization only. This provision applies to all sales whether made directly by the Cemetery or sales made by owners.
- A Right of Interment, a Right of Entombment or a Right of Inurnment is an easement right for interment, entombment and or inurnment in a specified location. All Rights of Interment, Entombment and Inurnment in the Cemetery are conveyed and shall be held subject to (a) all applicable laws and governmental regulations; (b) the franchise, charter certificate of incorporation, articles of partnership or other documents establishing the Cemetery; (c) all By-Laws and Rules and Regulations adopted by the Cemetery.
- The individual(s) named in the Cemetery Deed or Certificate of Ownership issued and of record will be presumed to be the owner(s) of the Right of Interment, Right of Entombment or Right of Inurnment unless the Cemetery receives written notice to the contrary in the form of a Warranty Deed Transfer Form, Affidavit for Interment Rights

Use, a specific bequest in deceased original Lot owner's will, a divorce decree or a court order.

- A Cemetery Deed or Certificate of Ownership may be issued to an individual, or individuals as joint tenants with the rights of survivorship.
- 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, terminated upon the interment elsewhere of the remains of the person in whom vested, 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.

- When an interment of the owner or a member of his family has been made in a Lot, thereafter, unless the Cemetery 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 non-family 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 the Cemetery. In a family plot, the following shall have preference as to use:
 - (1) One Right of Interment may be used for the owner's interment;
 - (2) One Right of Interment may be used by the owner's surviving spouse, if any, who has a vested Right of Interment in it;
 - (3) If any Rights of Interment are remaining, the parents and children of the deceased owner, in order of death, may be interred without the consent of any other person claiming any interest in the rights;
 - (4) If no parent or 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.
- If an owner of record dies without providing a written declaration or a specific devise by will, any unused Rights of Interment descend to the heirs at law of the owner subject to the Rights of Interment of the descendant and his or her surviving spouse.
- Upon the death and burial of one joint tenant, the remaining joint tenant becomes the sole heir. Upon the death and burial of all joint tenants, the rights of ownership pass to the heirs of the last surviving joint tenant.
- 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 the Cemetery. In the absence of such designation or a written notice objection at the time of interment, the Cemetery may permit an interment upon the request or direction of any co-owner without liability.

- The Cemetery 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.
- Subject to the Rules and Regulations of the Cemetery and the Laws of the State of Illinois, 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 or, should the will contain no such specific devises, then a completed Warranty Deed or Cemetery's then current Transfer Form signed by all individuals with an ownership interest in said Interment Rights and an Affidavit for Interment Rights Use establishing the legal heirs, the Cemetery shall transfer unused Interment Rights as directed on said documentation. However, no transfer of a family burial estate will be accepted by the Cemetery when multiple Interment Rights were required at the time of purchase to erect the upright monument or private mausoleum present on the family Plot.
- A transfer or assignment of any used Right of Interment may only be made to a legal heir of the owner of record or in the instance of an unrelated individual having been permitted to be interred in one or more of the Rights of Interment, those Rights of Interment may be transferred to a relative or relatives of the unrelated individual at the owner's discretion.
- The Cemetery may exchange Interment Rights when desired by Owner, but not for interment rights of lesser value, unless so authorized by the owner. 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.
- No transfer or assignment of any Right of Interment, or interest therein shall be valid until accepted in writing by the Cemetery on the Cemetery's forms and recorded in the books of the Cemetery. Transfer of ownership shall take place through execution of a Cemetery Warranty Deed. The Cemetery 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 the Cemetery care fund due from the record-owner.
- The Cemetery may fix a charge for recording transfer of ownership of lots, vaults, bronze, niches or crypts, and deposits into the endowed care fund. No transfer of ownership shall be complete or effective until all charges are paid.

INTERMENT RIGHTS

- A right of interment for purposes of burial, entombment or inurnment is an easement right in the specific location designated. This does not include an ownership interest in the underlying property of Elm Lawn Memorial Park or its assets. All rights of interment in the Cemetery, whether conveyed or transferred, are subject to (a) all applicable laws and governmental regulations; (b) the franchise, charter certificate or incorporation, or other documents establishing Cemetery; and (c) all By-Laws and Rules and Regulations adopted by Cemetery now existing or hereafter for the use, control, management and protection of the Cemetery.

- The individual(s) named in the Deed of Interment, Entombment, or Inurnment 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.
- The Cemetery reserves and shall have the right to correct immediately any error that may be made by its employees or any persons in the burial or entombment of remains or cremated remains in the Cemetery.
- A deceased owner of an Interment shall be interred in the appropriate space represented by the Deed of Interment. If the deceased owner owns more than one Interment, Entombment, or Inurnment Right the ownership thereafter shall be subject to these Rules and Regulations. Cemetery recognizes Interment Rights is a form of property freely transferable at death. Cemetery will recognize the new owner if ownership is specifically bequeathed in the deceased owner's will. If the Interment is not specifically passed by will, the person or persons claiming ownership must provide evidence of ownership appropriate and acceptable to Cemetery before ownership shall be transferred.
- When more than one owner owns an Interment, Entombment or Inurnment Right, Cemetery reserves the right to require the consent of all owners before accepting the transfer of ownership. Provided, however, when more than one owner owns an Interment, Entombment or Inurnment Right, the Cemetery may take direction from any owner.
- The subdivision of Interment Right is not allowed without the consent of Cemetery and no one shall be interred in any Interment space in which the rights have been subdivided, except by written consent of all parties interested in such space and of Cemetery.
- Upon the death of a joint tenant, the title to any lot held in joint tenancy immediately vests in the survivors, subject to the vested rights of interment of the remains of the deceased joint tenant.
- Double Depth burials may only take place if a previous contract has permitted and made prior arrangements for two full interments to take place.
- If only one burial takes place one additional cremation interment is allowed if second rights of interment were authorized by lot owner prior to the first interment. The maximum number of interments per grave are either two cremains or one full body burial and one cremains. Second rights of interment must be purchased in order for additional interment to take place in a grave with only one right of interment originally purchased.
- A fee of half the current interment, inurnment or entombment price will be charged for a second rights of interment, inurnment or entombment in permitted sections.
- Cemetery reserves the right to decide the depth and size that a grave shall be dug in the earth, subject to ground conditions and legal and health requirements.
- No casket may be opened or reopened and no items may be removed without a specific written order of appropriate civil authority or by the authority of an officer of the Cemetery.
- The Cemetery shall not be liable for any delay in interment due to failure to comply with its Rules and Regulations and/or applicable laws or governmental regulations, equipment failure, inclement weather, strikes, unforeseen underground obstructions, the filing of a protest, traffic congestion, disturbances or other circumstances beyond the Cemetery's control.
- The Cemetery shall not be liable for any delay in interment due to the actions of third parties, including, but not limited to, delays caused by other interments or by individuals attending other interments.

- Scattering of cremated remains over the Cemetery or over a specific Lot is not permitted.

OUTSIDE CONTRACTORS

- Any work that is performed in the Cemetery is subject to the approval of the Cemetery management and governed by the Rules and Regulations. Therefore, prior to initiating or beginning any type of service or work on Cemetery grounds, all outside contractors shall secure an authorization permit from the Cemetery.
- All outside contractors must furnish to the Cemetery detailed plans and specifications for each individual contract.
- 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 the Cemetery, containing an automatic cancellation notice to the Cemetery, guaranteeing to indemnify the Cemetery or Lot owner for any damage caused to any Lot or to the property of the Cemetery. Information on current requirements can be obtained at the Cemetery office.
- In addition to the foregoing, all outside contractors shall file adequate certificates issued by responsible insurance companies authorized to transact business in the State of Illinois evidencing adequate coverage for public liability, property damage and Workmen's Compensation. Information on current requirements can be obtained at the Cemetery office.
- All work performed in the Cemetery by outside contractors shall be in accordance with the standards and specifications for such work as performed by the Cemetery employees for the same type of work. These specifications and standards are available at the Cemetery office and the Cemetery reserves the right to change those standards and specifications from time to time. All work performed by outside contractors shall be supervised by the Cemetery to assure compliance with the standards and specifications, a reasonable supervision fee shall be paid by said contractors to the Cemetery, and all work is subject to a final inspection by the Cemetery.
- No contractor, or other person will be permitted to work in the Cemetery on Sundays, legal holidays, or before 8:00 A.M. on weekdays, and all workmen must leave the Cemetery grounds no later than 4:00 P.M.
- All workmen of contractors are subject to the supervision of the Cemetery and any workman failing to comply with these Rules and Regulations or OSHA will not be permitted to work in the Cemetery.
- The Cemetery 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 the Cemetery 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, the Cemetery may remove the same or, if in its opinion, the same may be put in proper order, the Cemetery may at its discretion put the same in proper order at the expense of the outside contractor. The Cemetery may fix and collect from an outside contractor a reasonable charge for the use of the Cemetery roads and facilities.
- No work will be allowed to be left in an improper and unfinished state, and should such occur, the Cemetery may complete or remove it at the expense of the Lot owner.
- No motorized equipment will be permitted within the sections without the specific consent of the Cemetery.
- When making improvements if some degree of obstruction to roads, avenues and paths becomes necessary, prior approval by the Cemetery must be obtained, and the same must

be as slight as possible. No unnecessary delay will be permitted after work has been commenced.

- Where heavy material is to be moved, planks must be laid on the paths or grass affected to protect them from damage. Should the paths or grass be impacted or damaged, contractor shall be required to return paths or grass to their prior state before commencing work. If roadways become damaged during the course of the work being performed, contractor shall be required to return roadways to their prior state before commencing work.

DISINTERMENT

- Any person desiring to disinter a body from a lot must present a written permit signed by the Lot owner(s) for such removal, and also sign a request and hold harmless agreement to have such removal made. These requests shall remain on file in the office of the Cemetery.
- No disinterment will be permitted without the proper state and local permits, the consent of the Cemetery and all the persons whose consent may be necessary or advisable under the laws of the State of Illinois. The Cemetery may, in its sole and absolute discretion, require that in addition to such consents an order of a Court also be obtained.
- The Cemetery 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.
- All disinterments must be made by the Cemetery or its designated agent 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.
- The date of a disinterment shall be determined solely by the Cemetery.
- The Cemetery reserves the right to determine in its sole discretion whether to allow family member(s) and others to be present during the disinterment process.
- The Funeral Director, as agent for the family, shall be permitted to identify the remains on behalf of the authorizing person for the disinterment, as their assigned agent. A licensed Funeral Director must always be present per Illinois statute to witness the disinterment.

FUNERALS AND INTERMENTS

- Other than Infant, or Cremains Burials, no interments will be permitted in the Cemetery without the use of an outer burial container which meets Cemetery's standards. Each adult interment space will accommodate one standard size outer burial container measured on the outside at 34" wide, 30" high and 92" long. Oversize vaults—outer burial containers that when measured on the outside exceed 34" wide, 30" high or 92" long—may be permitted as long as the Purchaser understands that additional charges may be imposed. The cemetery reserves the right to require additional interment rights to be purchased.
- Any Infant that is interred and is not encased in a concrete, fiberglass, or other similar hardback outer enclosure shall have a cover or not less than 18 inches of earth at the shallowest point over the receptacle in which such body or remains are placed in compliance with 410 ILCS 5.

- Orders for interment must be received at least 48 hours prior to interment, and the following information furnished: name and age of deceased, date of death, date and time of interment, name, address and phone number of the next of kin, name of lot owner and location where the deceased is to be interred, type and size of outer burial container, and the name of the funeral home and responsible funeral director.
- Cemetery 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, improper scheduling of the interment service or any other circumstances beyond Cemetery's control.
- Interments will not be completed prior to the Cemetery having received full payment for any interment right, merchandise or service which is being used, delivered or performed and having received the appropriate and necessary documentation including, but not limited to, the permit for disposition.
- Cemetery shall not be responsible for or liable for the interment permit or the identity of the remains to be interred or cremated.

CREMATION

- Cemetery reserves the right, without notice, to refuse the use of its Crematory or Chapel or allow a body to be placed in a receiving vault.
- Cremations are made Monday through Friday from 8:30a.m.-3:30p.m. Cremations also take place on Saturdays when burials are scheduled. Cremations do not take place on Sundays, Holidays, or days when the Cemetery's office is closed.
- Orders for cremation are granted at Cemetery Office and persons applying for such orders must provide a cremation authorization form signed by an authorizing agent and containing all information required by Illinois law, a completed and executed burial transit permit, the Medical Examiner's/Coroner's Cremation Permit and any other documentation required by the state of Illinois. Cremation will not be performed until all Rules and Regulations of Cemetery and all laws have been complied with.
- No more than one body will be cremated at a time per retort.
- The cremation container, clothing and preparation of the body may be the same as for any other interment. The body will always be cremated in the container received. If the casket is made of metal there will be an additional fee.
- No exposure of the body will be permitted where death has resulted from any contagious disease, or when, for any reason, Cemetery deems it unsafe to open a container.
- Cremation may be strictly private if the next of kin of the deceased so desire, otherwise persons present may only be allowed to witness the process with the consent of Cemetery. An additional fee will be charged to witness the cremation.
- An Illinois Pulverization Authorization Form will be completed prior to the pulverization of any Cremated Remains.
- The cremated remains will be placed in a temporary receptacle, properly sealed and labeled, and can be returned to the authorizing party or their designee on the day following the Cremation. Anyone who is the recipient of Cremated Remains will be required to sign a receipt before receiving the Cremated Remains.
- Scattering of Cremated Remains over the Cemetery or over a specific lot is not permitted.

MEMORY HILL & MEMORY LAWN

- These areas are designated as Pet & People Sections. Graves can be used for the interment of human and/or animal remains.
- The maximum number of pet interments allowed per grave is at the discretion of Cemetery and determined on a case by case basis.
- Pet caskets are required for burial.

PET LAWN & PET CREMATION

- Only animal interments are allowed in Pet Lawn.
- A maximum of two pet interments are allowed per grave.
- Pet caskets are required for burial except for burials in areas designated for natural burial.
- A maximum of two lawn level markers are allowed per grave.
- Payment of an annual maintenance fee or a onetime lifetime fee is required per grave. If the maintenance fee becomes delinquent, Cemetery has the right to reuse the grave for a pet burial.
- No pet burials can take place if any money, including maintenance fees, is due on an account.
- Animals delivered to Cemetery will be stored for a maximum of 14 days at no cost. After 14 days, a monthly storage fee will be charged to the account.

GRAVE DECORATIONS

- Cemetery reserves the right to regulate the method of decorating Plots, Lots and Graves in the Cemetery so that a uniform beauty may be maintained.
- Planting of shrubs, trees, flower beds or borders around or on graves are strictly prohibited.
- Memorial trees planted in appropriate areas of the cemetery may be donated in memory of a loved one subject to the approval of the cemetery management.
- Hanging floral baskets on a shepherds hook and cut or artificial flowers in approved vases are permitted during the months of April through September.
- All summer decorations will be removed from lots during clean up, which begins October 1st. The cemetery is not responsible for decorations left on graves or placed during clean up..Clean up may be delayed due to weather conditions but will start as close to October 1st as possible.
- Flags are allowed on Memorial Day, Independence Day and Veteran's Day but will be removed the first Monday after the holiday. Miscellaneous items, such as all plastic and paper mâché decorations, glass jars, bottles, statuary, solar lights, cans, wooden crosses, windmills, candles and other similar articles, regardless of materials, are unsuitable in appearance, easily damaged, unsafe, and can damage cemetery equipment. They are not permitted and will be removed by the cemetery. The cemetery is not responsible for missing or stolen grave decorations.

- Winter evergreen blankets and wreaths, and sprays on appropriate easels and stands are allowed during the months of November through February. All winter decorations are removed March 1st. The cemetery is not responsible for decorations left on graves or placed during clean up..
- Cemetery is not responsible for and will not replace or make any reimbursement for any decorations or miscellaneous items that are damaged or removed from the cemetery grounds.
- No enclosure of any kind, such as a fence, curb, hedge, or ditch shall be permitted around any Grave or Lot. Grave mounds shall not be allowed and no Lot shall be raised above the established grade.
- The Cemetery shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind, from the Cemetery as soon as, in its judgment, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standards maintained. The Cemetery shall not be responsible or liable for floral pieces, baskets or frames in which such floral pieces are attached beyond the acceptance of such floral pieces for funeral services held in the Cemetery. The Cemetery 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 the Cemetery's control.
- 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 a separate vase unit or in the vase of a bronze lawn level marker or in a vase affixed to a monument base. No glass jars, bottles, tin cans, crockery, ceramic, or earthenware pots are permitted.
- Grounds personnel without notice shall remove decorations that are not permitted or deemed a hazard to visitors, grounds personal.
- 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.
- All vase units shall be turned down into the ground during the non-growing season and all decorations shall be removed. The Cemetery assumes no responsibility for vase units that are set above the ground during the winter months.
- The Cemetery under the provisions of a Care Fund Trust Agreement assumes the general care of the entire Cemetery grounds and Lots. General care, however, does not include any special care. Estimates for any special care or work will be made by the Cemetery upon application, and charges for the work must be paid in advance. The extent of care shall be provided from the income derived from the principal of the care funds only as provided by law

GENERAL PROVISIONS

- All cemetery products and services must be itemized on a contract and signed by the person paying for the products or services. All families must come out to the cemetery to sign the contract before the burial can take place. Where graves are owned by an

organization and the organization is the one paying, a representative of the organization must sign the contract.

- Cemetery is open daily to the general public from dawn until dusk for visting.
- Patrons visit Cemetery and walk on the grounds at their own risk.
- Parking on Cemetery's grass is prohibited. Cars must be parked on Cemetery's roads
- Cemetery is not responsible for damage due to natural causes.
- The foregoing Rules and Regulations may be amended, altered, repealed and/or new ones adopted in their place at any time without notice to lot owners, and it is expressly understood that all purchasers of lots in Elm Lawn Memorial Park make their purchases subject to every Rule and Regulation which may at any time be adopted by the proper officers of the company.
- Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. Cemetery, therefore, reserves the right, without notice, to make exceptions or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable; and such exceptions or modifications shall in no way be construed as affecting the general application of such.
- Anything not addressed in the foregoing rules and regulations will be subject to the decision of the proper officers of the company.
- If any section, subsection, paragraph, clause or provision of these Rules and Regulations shall be adjudged invalid, such adjudication shall apply only to the provision so adjudged, and the rest of these Rules and Regulations shall remain valid and effective.