

WOODLAND CEMETERY RULES AND REGULATIONS
As Adopted by the Charter Township of Port Huron Board of Trustees
DATE: MARCH 17, 2008

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SECTION 1 — DEFINITIONS

PART 1— "PLOT" means space in the Cemetery used, or intended to be used for the interment of human remains. The term includes and applies to more than one adjoining grave, etc.

PART 2 — "GRAVE" means a defined space of ground in the Cemetery used, or intended to be used for burials. Can be part of a plot. A grave is 4'10" x 12'.

PART 3—"CREMAINS GRAVE" means a defined space of ground in the Cemetery used or intended to be used for a single cremation burial. A cremains grave is 36" x 36".

PART 4—"COLUMBARIUM" means a structure with recesses (niches) in the walls to receive cremains. Each niche is 12" x 12" and will hold two cremains.

PART 5 — "INTERMENT" means the disposition of human remains by burial, entombment, or cremation and internment in the Cemetery.

PART 6 — "OWNER" means the organization owning and controlling the Cemetery. In this case, the Charter Township of Port Huron is the owning body.

PART 7 — "MEMORIAL" means a monument, marker, table, headstone, tombstone, crypt, or niche, or nameplate. "MONUMENT" means a memorial of granite, marble, or other approved stone that extends above the surface of lawn.

SECTION 2 — GENERAL SUPERVISION OF CEMETERY

PART 1— OWNER'S PERSONNEL IN CHARGE OF FUNERAL. Upon reaching the Cemetery, all funerals shall be under the supervision of designated owner's personnel including the Facilities and Operations Superintendent and the Cemetery Sexton.

The owner reserves the right to take appropriate steps to correct any obnoxious or improper conditions.

SECTION 3 — INTERMENTS AND DISINTERMENTS GENERALLY

PART 1 — SUBJECT TO LAWS. In addition to being subject to these rules and regulations, all interments, disinterments and removals are made subject to the orders and laws of the Charter Township of Port Huron, County of St. Clair and State of Michigan.

PART 2 — TIME AND CHARGES. Payment for all interments, disinterments and removals must be made prior to the event occurring. Payment schedules and fees are set by Resolution of the Township Board of Trustees.

PART 3 — HOLIDAYS. No interments, disinterments, removals, or interment services shall be permitted on Sundays or on any of the following Owner observed holidays:

1. New Year's Eve
2. New Year's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Eve
9. Christmas Day

Interments, disinterments, removals, or interment services are permitted on any of the other following Owner observed holidays:

1. Good Friday
2. Day After Thanksgiving

If any of the above-mentioned holidays fall or are legally observed on a Saturday or Monday, funerals will be received on the last business day preceding the holiday until 12:00 PM.

PART 4 — NOTICE. The Owner reserves the right to require at least a 24-hour notice before any interment. Burials requested on Saturdays or Mondays must be scheduled prior to 2:00 PM on the preceding Friday. Requests received after 2:00 PM that result in DPW staff working overtime hours to locate and/or mark a site to be prepared for a Monday funeral there will be an additional \$100.00 due. The Owner may refuse to make an interment until a more expedient time if a burial arrives at the Cemetery entrance after 4:00 PM, or if two (2) funerals are scheduled to arrive at the same hour. The Owner requests at least one week's notice prior to any disinterment or removal.

PART 5 — SATURDAY BURIALS. Saturday burial requests must be made before 11:00 AM on the preceding Friday. It is requested that the burial arrive at the Cemetery prior to 2:00 PM or at the discretion of the Owner's management. If a burial is requested before 11:00 AM on

Saturday, the Owner requests at least a 24-hour notice. Please refer to the current Charter Township of Port Huron Cemetery Price Schedule for Saturday burial rates.

PART 6 — INTERMENT AUTHORIZATION. The Owner may inter or open a grave for any purpose with proper written authorization by the respective grave or plot owner or their legal representative, if owner is deceased, of record. The request must be completed on forms approved by the Owner and filed appropriately in their office unless there are written instructions to the contrary already on file in their office, The Owner reserves the right to request additional documentation and/or authorization as deemed necessary.

PART 7 — CONCRETE AND STEEL VAULTS ONLY. The Owner only accepts concrete and steel vaults for interments. No plastic or fiberglass vaults are allowed.

PART 8 — LOCATION OF INTERMENT SPACE. When instructions regarding the location of an interment space in a grave or plot cannot be obtained or are inconclusive from the grave or plot owner or their legal representative, if owner is deceased, or when, for any reason, the interment space cannot be opened where specified, the Owner may, at its discretion, open the grave or plot in such a location as deemed best and proper so as not to delay the funeral. The Owner shall not be liable in damages for any error so made.

PART 9 — ORDERS GIVEN BY TELEPHONE. The Owner shall not be held responsible for any order given by telephone, or for any mistake occurring as a result of the execution of precise instructions pertaining to the particular space, size and location in a grave or plot where interment is desired. The Owner may request a written Interment Order if it is deemed necessary.

PART 10 — ERRORS MAY BE CORRECTED. The Owner reserves the right to correct any errors made by them in executing interments, disinterments, or removals, or in the description, transfer or conveyance of any interment grave or plot. Errors may be corrected by either canceling such conveyance and substitution and conveying in lieu thereof other interment grave or plot property of equal value and similar location as far as possible, or as may be selected by the Owner, by refunding the amount of money paid on account of said purchase.

In the event the error shall involve the interment of the remains of any person in such grave or plot, the Owner reserves the right to remove and re-inter the remains within such other grave or plot of equal value in lieu thereof. The Owner shall also have the right to correct any errors made by placement of an improper inscription, including an incorrect name or date, on the memorial or on the container for cremated remains at the expense of the grave or plot owner or their legal representative, if owner is deceased.

PART 11— DELAYS IN INTERMENTS CAUSED BY PROTEST. The Owner shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or where said rules and regulations have not been complied with. Further, said Owner reserves the right, under such circumstances, to place the body in a receiving vault until the full rights have been determined. The Owner may require any protest to be in writing and filed in the office for their records.

PART 12 —NOT RESPONSIBLE FOR EMBALMING OR FOR IDENTIFICATION. The Owner shall not be liable for the interment permit nor for ascertaining the identity of the person sought to be interred; nor shall the Owner be liable in any way for the embalming of the body.

PART 13— NO INTERMENT PERMITTED UNLESS PROPERTY PAID FOR. No interment shall be permitted or memorial placed in or on any grave or plot not fully paid for except by special consent of the Owner in writing in each and every case. In the event such consent is given, any and all interments or memorials placed in or on said grave or plot shall be considered temporary.

A note shall not be considered as payment and no rights shall be acquired by the grave or plot purchaser of said interment or interments until such grave or plot is fully paid for in cash including principal and interest. In case the purchaser of said grave or plot should fail to make all payments within thirty days (30) of the written special consent, the Owner may re-enter said plot and hold the same as its' former estate. The Owner, thereupon, shall be released from all obligations, thereunder, and it may retain such payments as may have been made toward the purchase of such grave or plot as forfeited by the purchaser.

The Owner, at their discretion and without notice, reserves the right to immediately or at any time thereafter be able to remove to single graves as chosen by the Owner each of the remains then interred in said grave or plot. Further, the Owner shall have the right to remove any memorial that may have been placed on said grave or plot.

PART 14 — INTERMENT OF MORE THAN ONE BODY. A single body or a single body and the cremated remains of another body may be interred in a single adult grave. Such grave purchases require prior notification to the Owner indicating that more than one body shall be interred in said grave. Owner's management personnel may also approve interment of more than one body and/or cremation at the time of interment. It is required that proper identification be made of such an interment or interments on one regulation memorial,

At the discretion of the Owner, two (2) children age five (5) or less may be allowed in a single adult grave providing both interments are made at the same time. Also, up to four (4) cremation remains may be interred into a single adult grave but only 1 headstone and 1 flat foot marker may be placed on said site. The Owner may request written documentation including authorization before granting such permission.

PART 15 — INTERMENT IN COLUMBARIUM. The certificate holder of a niche within the columbarium shall inform the Owner when the interment of cremains shall be scheduled. At the time of purchase, the certificate holder is entitled to one opening which must be handled by the Owner and/or its personnel. If a second interment is scheduled at a later time, after one interment has taken place, a second opening charge will apply.

PART 16 — OWNER'S EQUIPMENT MUST BE USED. Tents, artificial grass, lowering devices, and other equipment owned by the Owner shall be used exclusively in making interments, disinterments and removals.

SECTION 4 — DISINTERMENTS AND REMOVALS

State of Michigan statutes shall be consulted pertaining to the right to remove a body from a grave or plot. The direction and wishes of the deceased should and will also be taken into consideration and be respected where documentation is on the Owner's records.

PART 1— REMOVAL FOR PROFIT PROHIBITED. Removal by the heirs of a body so that the grave or plot may be sold for profit to themselves, or for the removal contrary to the expressed or implied wish of the original grave or plot owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.

PART 2 — MAY OBTAIN LARGER PLOT. A body may be removed from its' original grave or plot to a larger or more desirable grave or plot in the Cemetery when there has been an exchange or purchase for that purpose.

PART 3 — CARE IN REMOVAL. The Owner shall exercise all due care and diligence in making a disinterment or removal.

SECTION 5 — GRAVE OR PLOT PURCHASES, SERVICE CHARGES AND PAST DUE INDEBTEDNESS

PART 1— PURCHASES OF GRAVES. An individual may purchase as many graves as necessary. Each lot contains ten (10) graves. At the time of purchase, determination by the purchaser must be made as to whom the grave will be assigned to. If a grave is transferred from the purchaser to another family member or third party individual, the Owner will charge a transfer fee. If the grave is transferred to a non-Township resident, an additional fee will be charged by the Owner consisting of the difference of resident and non-resident fees.

All certificates for cemetery lots shall be prepared by the Township Clerk. Upon payment in full of any burial space the Township Clerk shall issue a certificate within ten (10) days. Such certificate shall convey to the purchaser the right of interment only, and shall be held subject to the applicable sections of this code; existing rules and regulations, and such ordinances as may be adopted.

Graves may be purchased on a payment schedule with a 25% down payment for each grave purchased with equal monthly payments for up to one (1) year. There will also be a 10% administration fee for financing. The financing fee will be paid up front with the 25% down payment. Payments are due each and every month as determined at the time of purchase.

In the event of non-payment, the Owner will attempt to notify the purchaser. If no response is received within thirty (30) days, the Owner will notify the purchaser by certified mail. The purchaser then has thirty (30) days to contact the Owner to make arrangements. If no response is received, graves will revert back to the Owner and no reimbursements or refunds will be given.

PART 2 — PAYMENT OF SERVICE CHARGES. Burial service charges must be paid at the time of the issuance of the order of interment or disinterment and removal.

PART 3 — PAST DUE INDEBTEDNESS. Arrangements for the payment of any and all indebtedness due to the Owner must be made before interment will be made in any grave or plot.

SECTION 6 — PROPERTY RIGHTS OF PLOT OWNERS

PART 1 — INTERMENT RIGHTS OF GRAVE AND PLOT OWNERS. All graves and plots conveyed to individuals are presumed to be the sole and separate property of the plot owner named in the instrument of conveyance.

The spouse of an owner of any grave or plot containing more than one interment space has a vested right of interment of their remains in the grave or plot if more than one interment space is unoccupied at the time the person becomes the spouse of the grave or plot owner.

No conveyance or other action of the grave or plot owner without the written consent of the spouse of the plot owner divests the spouse of a vested right of interments, except that a final Judgment of Divorce between them terminates the vested right of interment, unless otherwise provided in the Judgment.

In a conveyance to two (2) or more persons as joint tenants, each joint tenant has a vested right of interment in the plot conveyed. Upon the death of a joint tenant, the title to the plot held in joint tenancy immediately vests in the survivors, subject to the vested right of interment of the remains of the deceased joint tenant.

A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested.

An affidavit by a person having knowledge of the facts setting forth, the fact of the death of the grave or plot owner and the name of the person or persons entitled to the use of the plot, is complete authorization to the owner to permit the use of the unoccupied portions of the plot, by the person entitled to the use of it.

An affidavit by any person having knowledge of the facts setting forth the fact of the death of one (1) joint tenant and establishing the identity of the surviving joint tenants named in the deed to any plot, when filed with the Owner is complete authorization to the Owner to permit the use of the unoccupied portion of the plot in accordance with the directions of the surviving joint tenants or their successors in interest.

When there are several owners of a plot, or of rights of interment in it, they may designate one (1) or more persons to represent the plot and file written notice of designation with the Owner. In the absence of such notice or of written objections to its doing, the Owner is not liable to any plot owner for interring or permitting an interment in the plot upon the request or direction of any co-owner of the plot.

No vested right of interment gives to any person the right to have his remains interred in any interment space in which the remains of any deceased person having a prior vested right of interment have been interred, nor does it give any person the right to have the remains of more than one (1) deceased person interred in a single interment space in violation of the rules and regulations.

PART 2 — FAMILY PLOT HELD INALIENABLE. In a family plot one (1) grave may be used for the owner's interment; one (1) for the owner's surviving spouse, if any, who by law has a vested right of interment in it; and in these remaining, if any, the parents and children of the deceased owner in order of death may be interred without consent of any person claiming any interest in the plot. If no parent or child survives, the right of interment goes in the order of death first, to the spouse of any child of the owner of record and second, in the order of death to the next heirs at law of the plot owner or the spouse of any heir at law.

Any surviving spouse, parent, child, or heir who has a right of interment in a family plot may waive such right in favor of any other relative, or spouse, of a relative or either the deceased owner or of his spouse, and upon such waiver the remains of the person in whose favor the waiver is made may be interred in the plot.

The Owner may take and hold any plot conveyed or devised to it by the plot owner so that it will be inalienable, and interments shall be restricted to the persons designated in the conveyance or devise.

PART 3 — DESCENT OF RIGHT OF INTERMENT. If no interment is made in an interment grave or plot which has been transferred by deed or certificate of ownership to an individual grave or plot owner, or if all remains previously interred are lawfully removed, upon the death of the grave or plot owner, unless they have disposed of the grave or plot either in their will by a specific devise or by a written declaration filed and recorded in the Cemetery office of the Owner, the grave or plot descends to the heirs at law of the owner, subject to the rights of interment of the decedent and their surviving spouse.

SECTION 7 — TRANSFERS OR ASSIGNMENTS

PART 1 — CONSENT OF OWNER. No transfer or assignment of any grave or plot or interest therein shall be valid until the consent of the Owner has been endorsed thereon and the same has been paid in full and recorded in the books of the Owner. If the original owner(s) is/are deceased and a legitimate direct heir requests the grave(s) be put into their name(s), the Owner will request, at a minimum, the following by the heir(s):

- A. Proof of relationship, i.e., birth certificate, deceased relative's marriage license or birth certificate, etc. A copy of this documentation for Owner's Cemetery files will also be required.
- B. If no proof exists, or if person(s) seeking the transfer is/are not a "direct" heir(s), the Owner will request for them to produce a notarized letter from at least two (2) different family members, preferably from two (2) different generations, acknowledging that no other family member(s) or other person(s) have an interest in the grave(s) in question.

In addition, when the circumstances in "B" exist, the owner requires the person(s) seeking to gain ownership of the grave(s) to sign a release form, which exempts the

Owner from any claims arriving out of such transfer(s). Please see the section on "Release of All Claims with Indemnification".

In the instance of an owner wishing to sell or transfer grave(s) to another individual, a notarized statement outlining such is required and will be placed on file at the Owner's office. Please see the "Transfer of Ownership" section for this form.

PART 2 — INDEBTEDNESS. The owner may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due the Owner by the grave or plot of record.

PART 3 — TRANSFER CHARGES. The Owner shall charge a transfer fee for all grave or plot ownership transfers. The transfer fee from a Township to another Township resident shall be \$10.00. The Owner shall require proper proof of residency by the deceased that is to occupy the transferred grave or plot.

The fee for transfer of a grave or plot of a Township resident to a non-Township resident shall be \$25.00 and the difference in the current resident vs nonresident fee. The owner shall require proper proof of residency by the deceased that is to occupy the transferred grave or plot. Rates for these charges are subject to change at the discretion of the Owner. No transfer of ownership shall be complete or effective until all fees are paid.

PART 4 — RECONVEYANCE OF LOTS. The Owner of any burial space in the Township cemetery shall have the right of burial of the dead only and shall allow no interments for remuneration. Any person owning burial rights and not having used any part of the lot wishing to give up such rights may re-convey the rights to the Township and will be paid the amount of the original purchase price.

SECTION 8 — CONTROL OF WORK BY THE OWNER

PART 1 — WORK TO BE DONE BY OWNER. All grading, landscape work, improvements of any kind and care of graves or plots shall be done by the Owner. This includes all trees and shrubs and herbage of any kind planted, trimmed, cut or removed, and all openings and closing of plots, and all interments, disinterments and removals.

PART 2 — OWNER'S MANAGEMENT MUST DIRECT AND MAY REMOVE IMPROVEMENTS. 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 Owner's management. Should any improvements or alterations be made without the Owner's written consent, they shall retain the right to remove, alter or change such improvements or alterations at the expense of the grave or plot owner including any event that they become unsightly.

SECTION 9 — DECORATION OF GRAVES OR PLOTS

PART 1 — FLORAL REGULATIONS. No flower receptacles, glass vases or any other glass decorations may be placed on any grave or plot, unless approved by the Owner. If approved, they shall be of metal or an approved size and design and, in the case of a burial park, set wholly beneath lawn level. Such receptacles may be purchased from and placed by the Owner when available.

Summer flowers, pots, shepherd hooks, baskets, etc. are to be removed by October 15th
Winter wreaths, grave blankets, flowers, decorations, etc. are to be removed by March 15th

The Owner reserves the right to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from its' Cemetery, graves or plots as soon as, in the judgment of the Owner's management, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standard maintained,

The standard defined planting and decoration areas are defined as follows:

1. Twelve (12) inches or less to the front of the monument.
2. Four (4) to Six (6) inches or less to both sides and the rear where space allows depending on the size of the monument not to exceed the width of the grave.

The Owner reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The Owner shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached. The Owner shall not be liable for lost, misplaced, or broken flower vases. The Owner shall not be responsible for plants, herbage or plantings of any kind damaged by the elements, thieves, vandals, or by other causes beyond its' control. The Owner reserves the right to prevent the removal of any flowers, floral design, trees, shrubs, or plants, or herbage of any kind, unless it gives its' consent.

PART 2 — ROSE BUSHES PROHIBITED, TREES, THORN BUSHES, ETC. All types of trees, shrubs, bushes, etc., bearing thorns or needles are prohibited, The Owner reserves the right to remove any such plantings. The Owner's management including must approve all plantings.

Cemetery Sections N & R – no in-ground planting of any kind is allowed

PART 3 — REMOVAL OF FLORAL FRAMES. Floral frames, which removed from the grave or plot site, unless called for within five (5) days by those lawfully entitled to them, may be disposed of by the Owner in any manner they see fit.

PART 4 — CERTAIN ORNAMENTS PROHIBITED. The placing of boxes, shells, toys, metal design, ornaments, chairs, settees, benches, vases, glass, wood or iron cases, and similar articles, upon plots shall not be permitted, and if so placed, the owner will not be responsible for such items and may remove the same if necessary. In some circumstances granite benches are engraved and used as a dual headstone over two graves. This requires notification and permission of the "Owner".

SECTION 10 — MEMORIAL FOUNDATIONS AND ORIENTATION

PART 1 — MEMORIAL MATERIALS. All memorials must be constructed of granite or marble as stated in Section 1 above. Bronze memorials must be mounted on a granite or concrete base.

PART 2 — FOUNDATIONS. Foundations for memorials shall conform to specifications set by the owner. All memorials require foundations that span, at least, the entire base of the memorial.

Foundation Fees: Foundation Fees shall be set by Resolution of the Township Board of Trustees.

An Authorization for Installing Foundation Form must be completed for all foundation orders. Full payment (effective rate when poured), must accompany the completed Authorization for Installing Foundation Form.

Authorizations for Installing Foundation Forms must be received in the Office of the Port Huron Township Clerk before May 1 and October 1 for completion each spring and fall, respectively. Foundations are usually finished within three (3) weeks, weather permitting.

The Township Trustees and/or employees are NOT authorized to determine the location of a foundation or the placement of names on a memorial stone. Pre-need monument orders should make burial assignments in the Cemetery Records, in advance, with the Clerk of Port Huron Township.

Minimum and Maximum Monument Foundation Sizes:

Foundations must be a minimum of four inches (4") longer than the base or longest point of the monument.

Minimum Foundation Length is twenty eight (28") inches.

Maximum Foundation Length for 1 grave is forty one (41") inches.

Maximum Memorial Size for 1 grave is thirty-seven (37") inches.

Maximum Foundation Length for 2-3 graves is fifty two (52") inches.

Maximum Memorial Size for 2-3 graves is forty-eight (48") inches.

Maximum Foundation Length for 4-5 graves is sixty four (64") inches.

Maximum Memorial Size for 4-5 graves is sixty (60") inches.

Maximum Foundation Length for 6 graves is seventy six (76") inches.

Maximum Memorial Size for 6 graves is seventy-two (72") inches.

The maximum longest point of a monument stone for a single grave may not exceed thirty-four (34") inches without prior written authorization from adjoining grave owners.

No memorial shall exceed seventy-two (72") inches under any circumstances.

No memorial shall exceed thirty-eight (38) inches in height or exceed a depth of 12" for one grave, 14" for two/three graves, or 16" for four or more graves.

Veteran Plaque Foundations:

Veteran plaques, received through Veteran Affairs, are installed on a 30" foundation. Although these are installed at the cost of the Township, a completed Authorization for Installing Foundation Form is required.

Removal and Replacement of Old Foundations:

Old foundations are removed and replaced only upon request of the lot owner. The removal fee and effective rate per inch of replacement foundation shall be set by Resolution of the Township Board of Trustees. The removal fee must be paid, plus the effective per inch replacement rate, with the submission of the Authorization for Installing Foundation Form. No foundations will be replaced at the cost of the Township.

PART 3 — REPAIR AND MAINTENANCE. All expenses incurred in setting, repairing or maintaining memorials shall be borne by the grave or plot owner or their legal representatives, if owner is deceased. The Owner shall also not be held responsible for memorials accidentally damaged by staff during maintenance activities or burials. When damage does occur to a memorial, the Owner may, at their discretion, attempt to repair it and are not obligated to replace it.

PART 4 — MEMORIAL SITE PLACEMENT. Memorial sites may only be constructed or erected on lots of sufficient size so as no portion of the memorial site extends beyond the grave, plot or lot borders.

PART 5 — MEMORIAL REMOVAL. If any grave or plot memorial is allowed to fall into disrepair by the owner or their legal representatives, if owner is deceased, the Owner may remove it. The Owner shall have no responsibility for the return of the memorial to the grave or plot owner or their legal representatives, if owner is deceased.

PART 6 — COMPANION MARKERS. Companion memorials are permitted. However, only one (1) additional memorial will be permitted per grave and shall be placed at the opposite end of the grave that the existing memorial is located on and shall be installed flush with the ground.

PART 7 — MEMORIAL SIZE. Maximum size of memorials depends on how many single graves are owned in a plot or lot. A single grave maximum size of 37 inches is allowed, 2 to 3 graves — 48 inch maximum allowed, 4 to 5 graves — 60 inch maximum allowed and 6 graves — 72 inch maximum allowed. No memorial shall exceed 72 inches under any circumstances. All memorials shall not exceed 48 inches in height and 16 inches in depth.

Per Karl 38" max

12,14 or 16

PART 8 — MEMORIAL ORIENTATION. Monuments shall be centered on individual graves or centered when a combination of graves is owned by the same family and located one (1) foot into the lot at the common lot line.

SECTION 11 – ROADWAYS AND REPLATTING

PART 1— RIGHT TO REPLAT, REGRADE AND USE PROPERTY. The right and privilege, at any time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part, portion or subdivision of the cemetery property hereby mapped and platted including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives and to file amended maps or plats thereof is expressly reserved by the Owner.

The use of the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for disposal or interment of

dead human bodies, or other Cemetery purposes, together with easements and rights of any way over and through said premises for, and the right and privilege of installing, maintaining and operating pipelines, conduits or drains for sprinklers, drainage, electric or communications lines, or for any other purposes, is also hereby expressly reserved by the Owner.

PART 2 —NO RIGHT GRANTED IN ALLEYWAYS. No easement or right of interment is granted to any grave or plot owner in any road, drive, alley or walk within the Cemetery but such road, drive, alley or walk may be used as a means of access to the Cemetery or buildings as long as the owner devoted it to that purpose.

SECTION 12 — CONDUCT OF PERSONS WITHIN THE CEMETERY

PART 1— MUST USE WALKS; USERS ASSUME RISK. Persons within the Cemetery grounds shall use only the avenues, walks, alleys and roads except the grass and burial grounds may be used when that is the only way to reach the site. Any injury sustained while walking on the grass or burial portion of the Cemetery shall not give rise to liability of the Owner, unless the injury is caused by latent defects of which the owner had, or should have had, reasonable notice.

PART 2 — TRESPASSERS ON CEMETERY PLOTS. Only the plot owner and their relatives shall be permitted on the Cemetery grave or plot. Graves and plots are sacred and private property and must not be invaded. Any other person thereon shall be considered a trespasser, and the Owner shall owe no duty to said trespasser to keep the property or the memorial thereon, in a reasonable safe condition.

PART 3 — CHILDREN. Children under fifteen (15) years of age shall not be permitted within the Cemetery, or its buildings, unless accompanied by an adult.

PART 4 — FLOWERS. All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants or feeding or disturbing the birds or fish or other animal life.

PART 5 — REFRESHMENTS. No person shall be permitted to have refreshments within the Cemetery, except as authorized by the management.

PART 6 — LOITERING PROHIBITED. Persons other than plot owners or relatives shall not be permitted to loiter in the Cemetery, or in any of the buildings.

PART 7 — LOUD TALKING. Boisterous or unseemly conduct shall not be permitted in the Cemetery, or in any of the buildings.

PART 8 — SMOKING. Expecterating or smoking within any of the buildings is prohibited.

PART 9 — RUBBISH. The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste material are located at convenient places.

PART 10 — AUTOMOBILES. Automobiles shall not be driven through the grounds at a speed greater than five (5) miles per hour, and must always be kept on the right hand side of the Cemetery roadway. Automobiles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral.

PART 11 — BICYCLES AND MOTORCYCLES. No bicycles or motorcycles, skates or similar conveyances shall be admitted to the Cemetery except such as may be in attendance at funerals or on business.

PART 12 — PEDDLING OR SOLICITING. Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the Owner under its direction is prohibited within the confines of the Cemetery without the Owner. Violation of this rule will result in immediate dismissal.

PART 13 — FIREARMS. No firearms shall be permitted within the Cemetery except on special permit from the management or duly constituted authorities.

PART 14 — NOTICE AND ADVERTISEMENTS. No signs or notices or advertisements of any kind shall be allowed in the Cemetery, unless placed by the Owner.

PART 15 — PETS. Pets shall not be allowed on the Cemetery grounds or in any of the buildings.

PART 16 — HOURS, GROUNDS, AND OFFICE OPEN. Cemetery grounds, office and buildings shall be open from 8:30 AM to 4:30 PM. Common hours of visiting a grave or plot are dawn to dusk.

PART 17 — IMPROPRIETIES. It is of the utmost importance that there should be strict observance of all of the proprieties 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.

PART 18 — SUPERINTENDENT TO ENFORCE RULES. The superintendent or their designee(s) are hereby empowered to enforce all rules and regulations, and to exclude from the property of the Owner any person or persons violating the same. The Superintendent and their staff shall have supervision and control of all persons in the Cemetery, including the conduct of funerals, traffic, employees, plot owners, and visitors.

SECTION 13 — FEES, GRATUITIES AND COMMISSIONS

PART 1 — GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES. No person, while employed by the Owner shall receive any fee, gratuity or commission, except from the Owner either directly or indirectly, under penalty of immediate dismissal.

SECTION 14 — PROTECTION AGAINST LOSS OR DAMAGE

PART 1 — USE OF GUARDS AND NON-RESPONSIBILITY. The Owner shall have the right to maintain guards if, in its discretion it deems it necessary, but is under no legal obligation to do so.

Whether or not guards are used, the Owner distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, for 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.

PART 2 — OWNER MAY CHARGE FOR UNUSUAL REPAIRS NECESSITATED BY ACTS OF GOD, VANDALISM, OR OTHER EVENTS. In the event it becomes necessary to repair or reconstruct any marble, granite, bronze, or concrete work, on any section or plot, or any portion thereof in the Cemetery, which has been damaged by the elements, an Act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, the Owner shall not be held responsible for such damages. The Owner will attempt to give a ten (10) day written notice of the necessity for such repair to the grave or plot owner of record or their legal representatives, if owner is deceased, as filed in the office. -

The notice shall be given by depositing the same in the United States mail addressed to the grave or plot owner of record or their legal representatives, if owner is deceased, at the address listed on the books of the Owner. In the event the grave or plot owner or their legal representatives, if owner is deceased, fail to repair the damage within a reasonable time, the Owner may direct that the repairs be made and charge the expense against the plot and to the plot owner of record or their legal representatives, if owner is deceased.

SECTION 15 — CHANGE IN ADDRESS OF PLOT OWNERS

PART 1 — PLOT OWNER MUST NOTIFY OWNER. It shall be the duty of the grave or plot owner or their legal representatives, if owner is deceased, to notify the Owner of any change in their post office address. Notice sent to a grave or plot or their legal representative, if owner is deceased, at the last address on record in the Owner's office shall be considered sufficient and proper legal notification.

SECTION 16 — GENERAL MAINTENANCE AND PERPETUAL CARE

PART 1 — GENERAL MAINTENANCE. General care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the Cemetery Fund. These include such activities as planting, cutting, watering, and care of lawns, trees, and shrubs as well as cleaning and upkeep of buildings. Also included are the maintenance of utilities, walls, roadways and walks.

PERPETUAL CARE: Perpetual Care is a required grave maintenance agreement whereby the continual care of a lot is provided by the Township for a set fee included in the purchase price of a lot. No burial shall be permitted nor shall any marker be placed prior to the purchase of perpetual care.

The Owner may also use a portion of the income from such fund for such general care, maintenance, repairs and embellishment as it is its sound discretion shall deem to be for the best interests of the Cemetery in question to the end that the Cemetery generally be kept in the best condition possible with the limits of such income.

PART 2 — INVESTMENT OF CEMETERY AND PERPETUAL CARE FUNDS. The money received for cemetery and perpetual care shall be held in trust and invested as provided by law. The Owner reserves the rights, however, either to handle all investments itself, or to deposit said funds with any person, company or corporation qualified to act as trustee for such funds.

PART 3 — TOWNSHIP BOARD TO DIRECT EXPENDITURES. The net income from the Cemetery Fund shall be expended by the Owner in such manner as will, in its judgment, be most advantageous to the grave and plot owners as a whole, and in accordance with the purposes and provisions of the laws of the State of Michigan applicable to the expenditure of such funds.

The owner 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, at its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds and may include those items specifically excepted by Endowment Care Exceptions.

It may also expend the income for attorney's fees and other costs necessary for the preservation of the legal rights of the Owner.

SECTION 17 — VAULTS

PART 1 — VAULT REQUIRED. Steel or concrete vaults are required for all burials within the Owner's Cemetery. The Owner reserves the right to refuse performing interments when a vault manufactured of unapproved material is requested.

PART 1(b) — INFANT BURIALS. Infants are typically placed in a casket/vault all in one combination. The casket is made so that the plastic encasing is a vault. These are typically placed in a grave 3 – 4 feet in depth.