

ORGANIZATION

Milan Cemetery Association

ORGANIZATION

CONSTITUTION

RULES AND REGULATIONS

MILAN, OHIO

December 1, 1956

On January 14, 1851, a meeting of the citizens of Milan for the purpose of forming a Cemetery Association was held at the office of H. Birch, Esq., at which meeting John Smith was appointed Chairman and J. C. Lockwood, Secretary.

On motion of S. F. Taylor, it was resolved to form a Milan Cemetery Association under the provisions of the Statute of the General Assembly of this State, passed February A. D., 1848.

Whereupon, on motion, it was voted that we, the members of said meeting, whose names are signed to the following articles, do now organize ourselves into an association under and in pursuance of the Statute above referred to, to be hereafter designated and known by the corporate name of The Milan Cemetery Association.

CONSTITUTION

ARTICLE 1. The affairs of said Association shall be managed by a Board of five Trustees, of whom any three shall be a quorum for business and one of whom shall be Clerk of said Board. One member of said Board to be now elected by ballot for one year, one for two years, one for three years, one for four years, one for five years, and shall hold office until their successors are elected or appointed, and hereafter there shall be elected in like manner at each annual meeting of the Association one member

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ARTICLE 5. The conveyance of burial lots of this Association shall be evidenced by deed, signed and acknowledged by President and Secretary of the Association. The owner of each lot shall be entitled to one vote.

ARTICLE 6. For the purpose of convenient selection and description of burial lots, the Trustees shall cause a plat to be made of all such lots that said Association may have to dispose of, numbering them or describing them in such other mode as will best secure to the purchasers the grounds they may purchase. It shall be the further duty of said Board to keep a record of proceedings, which shall at all times be open to the inspection of the members of the Association.

ARTICLE 7. Said Trustees shall have power to enclose, improve and adorn the grounds, roads, avenues and walks belonging to the Association and to prescribe rules for the enclosing, adorning and erecting of monuments in the Cemetery lots and to prohibit any use, improvement or adornment of lots they deem improper.

In Witness of Which we hereto set our names:

R. M. GORDON D. HAMILTON
HARRY CHASE M. STUART
THOS. HAMILTON H. BIRCH
GEORGE BARNEY J. S. McCLURE
JOHN SMITH S. F. TAYLOR
JOHN STEVENS H. H. STODDARD
J. C. LOCKWOOD

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Fees for interments are payable when the order for interment is given, the amount of said fee may be ascertained upon application at the office of the clerk or Sexton. The base rate is uniform, and charges vary only as extra service is required. In all cases, the base rate includes the charge for opening and closing the grave.

Any lot holder allowing a friend to bury in his or her lot must make application in person or by written order. No permit will be issued until this rule is complied with.

Purchasers of lots who are in arrears of payment of same, or any endowments or lot care charges due, shall not be entitled to a permit for interments on said lot until all arrearages have been paid in full.

Funerals on reaching the Cemetery will be under the charge of the Sexton or Superintendent, and each driver will be required to carefully observe and obey all directions given. After graveside services have been completed by the Minister or Priest, a maximum period of fifteen minutes will be permitted for the funeral cortege to clear the cemetery before workers will undertake to close the grave. Funeral Directors are requested to carefully observe this rule and to govern the activities of the cortege accordingly.

While a funeral or interment is being conducted nearby, all work of any description shall cease.

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No settees, flower vases or sundials other than those made of substantially constructed monumental materials will be permitted on family lots.

When permission for special planting has been obtained, the trees or shrubs become the property of the Cemetery.

There shall be no curbing or fencing enclosures around lots.

All forms or baskets used in funeral displays are considered the property of the lot owner and cannot be removed by anyone except by written permission of the owner. If the owner does not claim them within five days, they will become the property of the cemetery. After 10 days the said baskets and forms will be considered abandoned by the owner and may be purchased from the Sexton or Superintendent.

As each new section of the Cemetery is developed, the landscape engineer plans the location of trees and shrubs so that, in future years when they have attained their full development, they will fit in with the general scheme of landscaping. To comply with this scheme, no planting whatsoever, by the lot owners of trees or shrubs will be permitted.

Potted plants will be permitted without charge, upon lots and graves at Easter and Memorial Days, these to remain until the blossoms are dead and withered.

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DEEDS

No purchaser will be considered an owner of a plot until it is fully paid for, at which time he will be issued a deed as evidence of ownership; deeds to plots convey burial rights only, the title to the real property remaining in the Association.

Burial Rights

All interments in lots shall be restricted to the members of the family and immediate relatives of the owners thereof, unless written instructions to the contrary are filed with the Association by the lot owner or owners. Upon the death of a lot owner, the Association will recognize the rights of the surviving wife or husband, and the next of kin of such lot owner, insofar as it is able to ascertain who such parties are. The Association shall not be responsible for errors committed unless it is promptly notified of the death of the owner and is given a certificate showing whether or not there was a surviving wife or husband, and giving the names of the next of kin.

The owner or owners of any lot as shown by the records of the Association may at any time designate the persons whom he or she wishes to have buried on the lot, which designation must be made in writing and be recorded in the books of the Association. If the owner of any lot does make such designation during his lifetime, the heirs or such owner may, by agreement in writing duly signed by all of them, determine who among them shall have the right of burial on said lot. In the event the lot owner or his (or her) heirs shall not have arranged for such future burials, then the surviving wife, husband or the next of kin of such lot owner, shall have the right to interment on the lot, in the order of their deaths, until said lot shall be fully occupied.

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The Association will use all reasonable care in engaging competent and experienced workmen and in seeing that they do their work with customary care, but it distinctly disclaims any responsibility or liability for accident or damage to monuments, markers, vases, or any other property, resulting from the ordinary hazard of cemetery work.

Children under fifteen years of age shall not be permitted within the Cemetery or its buildings, unless accompanied by proper persons to govern them and their actions.

Dogs shall not be allowed on the Cemetery grounds or in any buildings.

As the deed to a lot conveys only the right of burial therein, the Association retains control and supervision of all lots which have been sold; and the Association through its agents shall have the right, without any liability on its part to the lot owner, to enter upon any lot and prohibit or modify any improvement or adornment, or remove any structure or object on such lot which may have been placed thereon in violation of the rules, or which may be considered objectionable or injurious to the lot, to adjoining lots, or to the general appearance of the Cemetery.

MEMORIALS, MONUMENTS, MARKERS

Materials and Dealers

a) Producers of monumental materials, meaning thereby quarriers, quarriers who also manufacture memorials, and manufacturers of memorials not quarriers, in order to secure the approval

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properly perform the work for which they have been engaged.

(d) Approaching the bereaved and soliciting of memorial business within the cemetery is not permitted.

(e) Memorial dealers shall abide by all rules of the cemetery.

(f) Any producer or retail dealer who violates the rules of the cemetery shall be removed from the list of approved producers and retail dealers.

Approval Monuments, Markers, etc.

No Monument, Marker, Vase or other ornamental structure may be brought into the cemetery until a sketch, or drawing showing the material, design, finish, size and location be first submitted to and approved by the Association.

Foundations

All foundations for memorials, markers, mausoleums, tombs, etc. shall be installed by the cemetery, the charges for which shall be reasonable, uniform and published, and the cemetery shall assume responsibility for the proper construction of such foundation.

MISCELLANEOUS

Should any memorial, mausoleum or tomb become unsightly, dilapidated or a menace to visitors, the cemetery shall have the right either to correct the condition or to remove the same, at the expense of the lot owner.

No advertising of any description shall be permitted within the cemetery. Trade marks etched in ends of memorials near bottom of any stone are not considered advertising.

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of said Board for the term of five years, to hold his office until his successor shall be elected or appointed. If, at any annual meeting more vacancies than one shall be found in said Board, such vacancies for any unexpired term shall then be filled by election in like manner.

ARTICLE 2. Said Trustees may supply by appointment any vacancy that may occur in their Board until the next election subsequent to the happening of said vacancy. They shall appoint one of their number President of said Board, also appoint a Secretary and Treasurer and such other agents as may be necessary. They shall have the general superintendence and management of the affairs of said Association; shall have charge and control of all its property of every kind, including its Cemetery grounds, and shall make such rules and by-laws as shall be deemed expedient for the proper regulation of all its concerns. (Note—No voting by proxy shall be allowed).

ARTICLE 3. The annual meeting of said Association shall be held on the second Monday of March of each year, at which time all vacancies in the Board of Trustees shall be filled by election as provided in Article 1 and a full report in writing of the affairs of said Association shall be made by the President and Clerk of said Board.

ARTICLE 4. A certificate of ownership of grave or lot in the grounds of the Association shall constitute the holder thereof a member of the Association. At said annual meeting an attendance of ten members of the Association shall constitute a quorum for the transaction of any business.

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RULES AND REGULATIONS

For the mutual protection of every plot purchaser, these rules and regulations are hereby adopted as the rules and regulations of Milan Cemetery Association, and all property owners and visitors within the Cemetery and all space sold whether ground or Mausoleum, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by this Association from time to time; and the reference to these rules and regulations in the deed indicating ownership to space, whether for ground or mausoleum interment shall have the same force and effect as if set forth in full therein.

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BURIALS

Unless immediate burial is ordered by the Board of Health, funerals will not be permitted on Sundays or the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas.

Interments may be made only by regular employees upon written order from the office of the Association.

Cemetery Association shall not be held responsible for any order given over the telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in a plot where interment is desired.

No interment may be made unless the body is accompanied by a burial permit. (This is generally procured by the Funeral Director.)

At least twenty-four (24) hours notice is required for the preparation of a grave.

Upon the written application of the next of kin of a person buried in the Cemetery, the Association will allow the disinterment thereof, provided a permit is obtained from the proper legal authorities and the person making the application is of full age and sound mind. When such permit is obtained, the delivery of the body shall be made to the next of kin upon the payment of the reasonable cost and expenses of such disinterment. No such disinterment shall be made if the person died of contagious or infectious disease, until a permit has been issued by the local Health Department.

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OUTER BURIAL CASE

There shall be no burials made in wooden boxes. All outer burial cases shall be made of concrete or steel or other materials sufficiently strong to hold up the grave load and which will not deteriorate under ground conditions. This ruling is imperative in order to eliminate the expense of filling and re-seeding sunken graves.

DECORATION, FLOWERS, TREES, SHRUBS

To secure a good effect in the cemetery, it is essential that every portion of it should be well cared for, as partial neglect would mar the beauty of the entire surroundings.

All grading or improvements must be done by the employees of the cemetery.

If any trees or shrubs situated on said lot, shall by reason of their roots, branches, or otherwise, become detrimental to the adjacent lots or streets, or dangerous or inconvenient, it shall be the duty of the Association to remove said trees or shrubs or such parts thereof as are detrimental or dangerous.

The placing of boxes, shells, toys or similar articles upon graves or lots, or flowers planted in the sod are inconsistent with the proper keeping of the grounds, and will not be permitted, except where a memorial is designed to include the same. The right is reserved by the Cemetery to have removed all flowers, potted plants, or wreaths, etc., when frosted, faded or withered.

Rusty, unpainted or broken benches, seats, vases will be removed from the lots.

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THIS DEED MUST BE PRESERVED AS NO OTHER DEED WILL BE ISSUED IN ITS STEAD. If conditions arise that demand it, the Association will issue, for a nominal cost, a certificate setting forth the recorded ownership.

The record of deeds is kept at the office of the clerk of the Association and is the only evidence of title of owners recognized by the Trustees or Association.

A deed does not confer the right to sell, transfer or assign a plot or any portion thereof. Such sales, transfers or assignments are privileges which may be granted or refused by the Association after investigation and no sale, transfer or assignment shall be valid without the consent of the Board of Trustees or Directors, or without their approval as endorsed on the conveyance by the President, Vice-President or Secretary.

Certain lots have been allocated for sale only where containing 6 or 12 graves—where smaller lots or single graves are desired, locations can be obtained from Clerk or Sexton.

Failure to Complete Payment

In the event a subscriber defaults in the payment for his or her lot, and such default continues for a period of sixty days, the Association shall have the right to cancel the subscriber agreement upon giving the subscriber fifteen (15) days written notice, mailed to his last address given to the Association and all moneys paid by said subscriber on the purchase price of lot shall be retained by the Association as liquidated damages for such subscriber's failure to perform such contract.

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The Association reserves the right at all times to refuse the granting of burial rights to any person, unless such person, at the time of making request for burial rights, exhibits to the Association the deed or indenture to the lot upon which burial is requested.

The number of interments which may properly be made upon a lot is definitely fixed and no more will be permitted. The arrangement of the location of the graves upon any lot shall be determined by the Superintendent.

Concrete, metal or plastic vaults only are to be used as burial receptacles, unless an exception be made by the sexton or superintendent in case of the burial of stillborn infant.

Changes After Purchase

After purchase of lot and deed issued, any change or improvement of such lot shall be paid for by owner.

LIABILITIES AND RESPONSIBILITIES

The Association shall take reasonable precaution to protect plot owners, and the property rights of plot owners, within 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, invasions, insurrections, riots, civil commotion or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

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al of the Cemetery must agree to sell the first grade, clear stone for memorial purposes; and must be willing to guarantee that such stone is free from sap or anything which will cause rust stains and that it will not check or crack; and agree that should such faults develop within five years from the date of setting the memorial will be replaced without cost to the Association or to the owner, by such quarrier so manufacturing said memorial or by the manufacturer thereof who will look to his quarrier for adjustment on material, such adjustment not to delay the replacement of the memorial in the cemetery.

(b) Retail dealers to secure approval of Association must use only first grade stone from producers approved as provided in Rule a, and must guarantee the memorial to be executed in first grade workmanship, with the 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 Association or lot owner.

(c) Letter cutters, persons or firms who engage in the business of cleaning monuments or cutting retailers (not connected with established retail dealers already on the approved list of dealers) and all persons or firms must procure a permit from the Superintendent or sexton of the cemetery before any work pertaining to the lettering or cleaning in the cemetery is commenced. In order to secure such a permit it shall be necessary for the person or firm to submit satisfactory evidence of their ability to

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PERPETUAL CARE

The purchase price of all lots, in the new sections effective this date of rules and regulations, covers the cost of perpetual care, which includes mowing of the grass, refilling graves, reseeded or sodding the graves and lot and keeping the lot clean. It does not include special care, planting, cleaning of monuments or other special work.

No person other than the employees will be permitted to perform any work without a permit from the Superintendent.

All grading or improvements must be done by the employees of the Cemetery.

Special care shall include only those specific services set forth in Special Care agreements with the plot owners. It may include the erection, maintenance, removal, repair or preservation of any memorial structure, the planting and cultivation of flowers, trees, shrubs, or plants in and around the cemetery or any part thereof, and the filling of and care of vases, special care of flower beds, and the placing of floral decoration at Easter, Memorial Day, Christmas, or at any other date requested, including the special care or ornamenting of any plot, lot section or building, or any portion thereof, in said cemetery, or any other purpose or use not inconsistent with the purpose for which such cemetery was established or is being maintained. Special care funds may be invested with and in the same manner as perpetual care funds, and all of said funds, and such are as may be provided from said funds, shall be considered for the general good of the cemetery, and the plot owners therein.

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