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# RULES AND REGULATIONS

## The Buffalo City Cemetery



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A Division of The Buffalo City Cemetery, Inc.

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These Rules and Regulations, were revised and adopted by the Board of Trustees of The Buffalo City Cemetery, Inc., known as Forest Lawn, on July 12, 1949, pursuant to Section 82, Article IX, of the Membership Corporations Law of the State of New York, and made effective August 1, 1949, as approved by the Cemetery Board of the State of New York on October 5, 1950, and later amended and approved in present form by the Cemetery Board on May 3, 1956; November 13, 1956; November 16, 1956; March 17, 1960; September 23, 1964; September 28, 1967; November 1, 2007; April 17, 2015; October 28, 2015; February 3, 2016; November 22, 2016; January 23, 2017; August 24, 2017; September 24, 2019, October 2, 2020, June 21, 2021, February 18, 2022, and August 23, 2022.

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## INTRODUCTION

From its very beginning, Forest Lawn Cemetery has provided a sacred final resting place for people of all faiths and traditions, and from all walks of life. In order to assure peace and dignity for all who come here, there has always been a need to establish and maintain high standards for management of the Cemetery and the behavior of visitors. As Rev. J. H. Knowles of Grace Episcopal Church said at the Cemetery's second dedication in 1866, "may no rude footsteps profane this holy spot."

This constitutional philosophy has guided the Cemetery's management for many decades, through the dramatic changes that our community has undergone in the past 165+ years. While this philosophy continues to serve as the basis for all that we do at Forest Lawn, the manner in which we implement that philosophy to fulfill our responsibility to the souls under our perpetual care, our lot owners, and the community, must take into account current social conditions and religious practice.

The Cemetery's authority to manage its private grounds, and regulate the conduct of visitors, is set forth in Section 1509(a) of the Not-for-Profit Corporation Law of the State of New York, which provides that the directors of a cemetery corporation:

*"Shall make reasonable rules and regulations for the use, care, management and protection of the property of the corporation and of all lots, plots and parts thereof... for prohibiting or regulating the erection of structures upon such lots, plots or parts thereof; for preventing unsightly monuments, effigies and structures within the Cemetery grounds, and for the removal thereof... for the prevention of the burial in a lot, plot or part thereof, of a body not entitled to burial therein... for regulating the conduct of persons while within the Cemetery grounds; for excluding improper persons and preventing improper assemblages therein."*

Forest Lawn strives to remain true to its founding philosophy, and to adhere to its statutory authority and limits, while ever mindful of its ambition for a dynamic future filled with the ultimate tribute to the dead, that is, to reverently surround them with the living. Thus, Forest Lawn has adopted the following rules and regulations.

## **ARTICLE I – PURPOSE**

**Section 1.** For the protection of all lot owners, these Rules and Regulations are hereby adopted as the rules and regulations of The Buffalo City Cemetery, Inc., known as Forest Lawn. All lot owners, visitors and contractors performing work within the Cemetery shall be subject to these Rules and Regulations, and subject further to such other rules, regulations, policies and procedures as shall be adopted by the Cemetery from time to time and approved by the Cemetery Board of the State of New York in accordance with Article 15 of the Not-for-Profit Corporation Law of the State of New York. Reference to these Rules and Regulations in deeds or certificates to lots sold shall have the same force and effect as if set forth in full therein.

## **ARTICLE I-A – MODIFICATIONS AND AMENDMENTS**

**Section 1.** The Cemetery may, and it hereby expressly reserves the right at any time or times to, adopt new rules and regulations, or to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence in these Rules and Regulations, subject to the approval of the Cemetery Board of the State of New York in accordance Article 15 of the Not-for-Profit Corporation Law of the State of New York.

## **ARTICLE II – DEFINITIONS**

**Section 1.** The term “Art Piece” shall mean a sculpture, structure, or other object consisting of stone, metal, or a combination of such materials, or other material approved by the Cemetery, used as a Memorial.

**Section 2.** The term “Bench” shall mean a bench comprised of granite or another Cemetery-approved material used as a Memorial.

**Section 3.** The term “Cemetery” or “Forest Lawn” shall mean The Buffalo City Cemetery, Inc., including Forest Lawn Cemetery in Buffalo, NY, Lakeside Cemetery in Hamburg, NY, Williamsville Cemetery in Amherst, NY, St. Matthew’s Cemetery in West Seneca, NY, Gethsemane Cemetery in Williamsville, NY, Forest Lawn Cremation Company in Buffalo, NY, and all other cemeteries and crematories that may from time to time become part of the Forest Lawn Cemetery and Crematory Group.

**Section 4.** The term “Contractor” as used in these Rules and Regulations shall mean any person, firm, corporation, or anyone engaged in performing any work in the Cemetery grounds that does not involve the placement, erection or repair of any Memorial.

**Section 5.** The term “Memorial” shall mean any type of Cemetery-approved grave marker or structure placed upon or in any lot, niche, or crypt, or placed anywhere in the Cemetery for the purpose of identification or in memory of the interred, or placed as a cenotaph in memory of someone not interred in the Cemetery. The term “Memorial” shall include a Monument, Monolith, lawn level marker, Bench, Art Piece, plaque, memorial inscription, and similar items.

**Section 6.** The term “Monolith” shall mean a Memorial consisting of a single, vertical stone

having no visible base or cap.

**Section 7.** The term “Monument” shall mean a Memorial having a vertical stone or a bronze plaque resting on a visible stone base placed above the ground.

**Section 8.** The term “Interment” shall mean inurnment, entombment, scattering, or burial of the remains of a deceased person or pet within the Cemetery.

**Section 9.** The term “Qualified Foundation Builder” shall mean a monument Contractor meeting all of the requirements set forth in Article XII, Section 11-a.

**Section 10.** The term “Qualified Monument Contractor” shall mean a Contractor meeting all the requirements set forth in Article XII, Section 1.

### **ARTICLE III – GENERAL SUPERVISION OF CEMETERY**

**Section 1.** The Cemetery reserves the right to require that all vehicles entering the Cemetery grounds come to a full stop at any entrance, and to refuse admission to anyone not a lot owner, and to refuse the use of any of its grounds or facilities to any person other than a person acting within the rights of lot owners.

**Section 2.** All funerals or persons who enter the Cemetery shall be under the Superintendent’s supervision.

### **ARTICLE IV – INTERMENTS AND DISINTERMENTS**

**Section 1.** All Interments and disinterments, besides being subject to these Rules and Regulations, shall also be subject to all laws, regulations, ordinances, or requirements of the State of New York, and of the County of Erie, the City of Buffalo, or the applicable county or municipality where the Cemetery is located.

**Section 2.** All Interments, disinterments, or removals must be made at a time and in a manner scheduled and approved solely by the Cemetery. The Cemetery, in its discretion, may restrict visitors, family members or their designees from being present at a disinterment, or may restrict their proximity to the disinterment or re-interment site. The presence of a licensed funeral director, chosen and hired by the requesting family to witness and assist with the disinterment, is required unless waived in advance by the Cemetery. The Cemetery, in its sole discretion, may also require a court order directing the disinterment prior to scheduling.

**Section 3.** No Interments, disinterments or removals shall be permitted on New Year’s Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day, except in situations of religious necessity if prior arrangements have been made with the Cemetery. If Interments are required on Saturdays or Sundays that fall on days other than the holidays specified above, such Interments will be permitted upon payment of additional charges as may be in effect on date of Interment. Cremation services can be accommodated at Forest Lawn Cremation Company seven days per week, and at special request on holidays with advance

notice and approval.

**Section 4.** The Cemetery reserves the right to require at least forty-eight hours' notice prior to any request for disinterment or removal.

**Section 5.** The Cemetery reserves the right to refuse cremation or Interment, and to refuse to open any burial space for any purpose, except on written application by a lot owner of record or his or her authorized representative prepared on forms provided by the Cemetery and duly filed in the Cemetery office.

**Section 6.** The Cemetery requires that in every in-ground Interment on lots purchased after January 1, 1985, the casket be placed in a concrete burial vault manufactured according to specifications approved by the Cemetery, except in situations of religious necessity. The Cemetery will also accept steel and fiberglass burial vaults in lieu of concrete burial vaults.

**Section 6-A.** The Cemetery requires that in every in-ground cremated body Interment, the urn or other receptacle containing the cremated remains be placed into an urn vault or "marbelon" style urn approved by the Cemetery. Unless the cremated remains are to be scattered in the burial lot as requested by the lot owner.

**Section 6-B.** The Cemetery requires that in every casketed entombment in an above ground public or private mausoleum, the decedent must be embalmed and a metal gasketed casket is required.

**Section 7.** For cremation, the body of the deceased must be delivered to the crematory in a suitable combustible case that will be incinerated with the remains. The Cemetery shall have the right to remove and irretrievably dispose of all handles of caskets, and in the case of caskets with glass furnishings, the Cemetery reserves the right to remove and to irretrievably dispose of all glass or metal furnishings.

**Section 8.** When indefinite instructions are received from a lot owner or from his or her legal representative regarding the location in a lot of an Interment to be made, or when for any reason the Interment space cannot be opened where specified, the Cemetery may, at its discretion, open the Interment space in such other location in the lot as is deemed best and proper to avoid delaying the Interment service; and the Cemetery shall not be liable for payment of any damages for such action or for any error that might result therefrom.

**Section 9.** The Cemetery shall not be held responsible for the execution of any order given by telephone, unless it has been confirmed in advance in writing, or in an Interment order prepared by the Cemetery and signed by the next of kin. The Cemetery shall not be held responsible for any error occurring from the lack of the receipt of precise and proper instructions pertaining to a funeral service or Interment. Interment orders may be submitted via email or fax. However, the Cemetery shall not be held responsible for the execution of any order submitted via email or fax unless the Cemetery has acknowledged receipt of the email or fax in advance of the Interment.

**Section 10.** The Cemetery reserves the right to correct, without liability for the payment of damages, any inadvertent errors made by it in performing Interments, disinterments or removals, or in the description, transfer or conveyance of burial rights. In the event of any such inadvertent error, the Cemetery reserves the right, in its sole discretion, to either (a) substitute and convey a different Interment location of similar nature and location, or (b) refund the amount of money paid on account of said purchase. In the event such error is related to the Interment of the remains of a deceased person in such property, the Cemetery reserves the right to remove and transfer such remains so Interred to such other location. The Cemetery shall also have the right to correct any error made by it in placing an improper Memorial or inscription, including an incorrect name or date, either on the existing Memorial or on the container for cremated remains, or on a newly placed Memorial, or at the incorrect grave, crypt, or niche. Removal or transfer of remains shall be done only upon the written consent of the lot owner, and the spouse, adult children and parents of the decedent, or as directed by an order of the court.

**Section 11.** The Cemetery shall be in no way liable for any delay in the Interment of a body, or for any delay in the fulfillment of any of its contractual or legal obligations, including but not limited to maintenance, care, Memorial work or construction, which may arise from causes beyond its reasonable control and, especially, from delays caused by the elements, acts of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

**Section 12.** No Interment shall be permitted in any lot until such lot is fully paid for, except as may be otherwise provided in the applicable sales agreement.

**Section 13.** The full bodies of two or more persons shall not be Interred in a single grave, unless the grave in question shall be designated as a “double-depth grave” and both Interments must be placed in a concrete or steel outer case manufactured according to specifications approved by the Cemetery. In the case of parent and infant dying at or about the same time, burial of both in the same grave will be permitted upon receipt by the Cemetery of proper documentation.

**Section 14.** The Cemetery requires the exclusive use of its own lowering devices, casket placers, artificial grass, and other grave decorations and Interment equipment, unless requested in advance and approved by the Cemetery.

**Section 15.** In performing disinterments the Cemetery will exercise reasonable care, but it shall not be liable for the payment of damages in connection with any damage to a casket, urn, or burial case.

**Section 16.** No lot owner shall release, transfer, or assign any lot or any interest or right of burial therein for a valuable consideration, except as may otherwise be provided under Article 15 of the Not-For-Profit Corporation Law of the State of New York. No transfers shall be valid without the consent of the Board of Trustees being first obtained and entered on the books of the Cemetery, and the payment of such recording and service fees as are in effect on date of transfer.

**Section 17.** No in-ground Interments shall be made on a lot on which a mausoleum has already been erected, and no mausoleum shall be erected on a lot on which in-ground Interments have already been made, unless the Cemetery in its sole discretion approves the location of the Interment or mausoleum.

**Section 18.** Subject to ground conditions and available soil depth, each single grave consisting of a minimum of 35 square feet in surface area may accommodate up to four Interment rights, either:

- a. One full-body Interment, and up to three additional interments of cremated bodies (except that the full body Interment right cannot be used if more than one cremated body Interment has already occurred in a single grave); or
- b. Up to a total of four interments of cremated bodies in a single grave (except at Lakeside Cemetery in Sections 1 through 5, and Section H, Rows 1 through 32).

Each chamber of a lawn crypt (as defined in Title 19 New York Codes, Rules and Regulations Part 201) shall be limited to either one full body or one cremated body Interment.

Each single burial space in a double depth grave – i.e., one double depth grave owned by two separate owners – shall be limited to either one full body or one cremated body Interment. If both burial spaces in a double depth grave are owned by the same person(s), a total of two full body and two cremation Interments are allowed.

Private scattering in a grave, as provided in Section 20 below, reduces the total number of Interment rights to no more than two – both scattered, or one scattered and one Interment of cremated remains in an urn vault.

No full body interments are allowed in a grave where a private scattering has occurred.

**Section 18-a.** Regardless of the number of Interments permitted or that have actually occurred in a single grave, lot owners are limited to placement of not more than two lawn-level markers on any single grave, each with a maximum size of 24” wide (side-to-side) x 30” long (top to bottom), unless a full grave ledger is otherwise allowed or unless private scattering is anticipated or has occurred, in which case only two 24” wide x 12” long top to bottom markers are allowed. Once a full grave ledger is placed on a single grave, no additional Interments will be permitted and no other Memorials or lawn level markers may be placed. There is no restriction of the number of names and dates that may be placed on each permitted lawn-level marker.

**Section 18-b.** The following regulations apply to the specially designated Veterans Field of Valor® sections of all Forest Lawn cemeteries.

- a. Only honorably discharged Veterans, and the spouse, surviving spouse, children and their spouses, and grandchildren are permitted to be buried in designated Veterans Field of Valor® sections, totaling a maximum of four burial rights in each grave inclusive of the



Veteran.

- b. Each grave in a designated Field of Valor® section where a Veteran is interred will only be allowed the U. S. government-approved marble upright tablet. In the designated Field of Valor® annex at Forest Lawn only a lawn level grey granite Memorial is allowed.
- c. If a Veteran and a spouse or heir are to be interred in a single grave, a separate lawn-level granite Memorial with the spouse's or dependent child's name may be placed at the foot of the grave or at an adjacent grave if purchased.

**Section 19.** No scattering of cremated remains may occur except as provided in this Article IV, and only with duly executed specific written authorization from the lot owner or next of kin. Community scattering may take place only in areas designated by the Cemetery under the Cemetery's supervision. If unauthorized scattered cremated bodies are found by cemetery staff the cremated body will be held in the vault at the Forest Lawn office for 120 days. If the cremated bodies are unclaimed after 120 days, Forest Lawn will properly scatter by placing them in the Community Scattering Vault located in Section 28-G.

**Section 20.** Private scattering is permitted in full sized graves (not less than approximately 35 square feet area) where no Interments have previously occurred, and only with the written permission of the original lot owner. Because a private scattering will result in the elimination of future burial rights, descendants of a deceased lot owner cannot give permission for, or select, private scattering in an existing lot or grave in which they have inherited the Interment right. Up to two private scatterings per single full-size grave are permitted. No private scattering is permitted in the space where a Memorial will be placed. All private scattering must take place two feet away from the head or foot of the grave in order to allow placement of a Memorial. Private scattering is permitted in the same grave as the Interment of cremated remains in an Urn Vault. The same memorialization privilege applies to the space whether a traditional burial or a private scattering occurs.

**Section 21.** No person or association shall use or make over-ground vaults, tombs or other receptacles for the dead, except when made of stone with stone covering, cemented on, unless the coffin or casket is permanently and hermetically sealed in a metal case. All cremated body inurnments must be securely contained in only the temporary container as provided by the crematory, with positive identification of the decedent securely fastened. Depending on the dimensions of the crypt and entombed casket, and available space for additional inurnments, non-rigid containers may be required for cremated remains where a casketed entombment has occurred.

Memorialization on crypt fronts shall conform to the Cemetery's then-in-effect memorialization policy for the specific mausoleum where the entombments or inurnments occur. All Memorial names, dates or adornments for entombment or inurnment of more than one casketed entombment or one cremated body inurnment per crypt space will be permitted at the sole direction, approval, and installation by the Cemetery.

Entombment and inurnment in above-ground single crypts (i.e., one casket space), companion crypts (i.e., two casket spaces), Westminster-style crypts (i.e., two or four casket spaces sharing the same crypt front), Community Mausoleum Family Rooms containing multiple crypts, or Blue Sky Mausoleum™ crypts shall be permitted in accordance with the following rules:

a. Single Crypts:

1. Each single crypt may accommodate one (1) casketed entombment and a maximum of three (3) cremated body inurnments, or if the casketed entombment right is not used, a single crypt may accommodate a maximum of eleven (11) cremated body inurnments.
2. If three inurnments have occurred in a single crypt, the casketed entombment right can no longer be used.
3. Memorialization typically may include the first and last names of the deceased, the birth year and death year, and a small niche-size photo-ceramic or small (2-inch) emblem, to be affixed on the left or right of the name and dates.

b. Companion Crypts:

1. Each companion crypt may accommodate two (2) casketed entombments and a maximum of six (6) cremated body inurnments, or one (1) casketed entombment and a maximum of seven (7) cremated body inurnments, or if neither casketed entombment right is used, a companion crypt may accommodate a maximum of eleven (11) cremated body inurnments.
2. If the first casketed entombment occurs in a companion crypt, only a maximum of seven (7) inurnment rights can be used.
3. If the second casketed entombment occurs in a companion crypt, only a maximum of six (6) inurnment rights can be used.
4. If six (6) inurnments have occurred in a companion crypt, only one casketed entombment right can be used.
5. If seven (7) inurnments have occurred in a companion crypt, neither casketed entombment right can be used.
6. Memorialization typically may include the first and last names of the deceased, the birth year and death year, and a small niche-size photo-ceramic or small (2-inch) emblem, to be affixed on the left or right of the name and dates.

c. Westminster-style Crypts:

1. Where all burial spaces in a Westminster-style crypt are owned by the same owner(s), Westminster-style crypts may accommodate casketed entombments and cremated inurnments as requested by the crypt owner(s) and their heirs, and as determined and approved by the Cemetery at the Cemetery's discretion, based upon whether the space available for memorialization can accommodate names and dates, as well as present an orderly and consistent appearance of the crypt front and the area where the crypt is located.

- (1) Where burial spaces are owned by different owners (i.e., community space), each Westminster-style crypt may accommodate either one (1) casketed entombment or one (1) cremated body inurnment, with no additional burial rights available to any of the original owners, or heirs of the original owners.
- d. Community Mausoleum Family Rooms: Family Rooms may accommodate casketed entombments and cremated inurnments as requested by the owner(s) and their heirs, and as determined and approved by the Cemetery on a case-by-case basis at the Cemetery's discretion, based upon available space, in order to maintain an orderly appearance of the room and the multiple names, dates and other adornments permitted by the Cemetery on the crypt fronts. As a general rule, Family Rooms will accommodate at least as many inurnments as stated above in (a), (b) and (c). At the Family Room owner's expense, a durable non-wood, locking cabinet with shelving may be installed, subject to the Cemetery's approval as to the material, shape, size, and appearance, in order to provide additional space for cremation urns in a Family Room.
- e. *Blue Sky Mausoleum™*: The Cemetery, in cooperation with the Frank Lloyd Wright Foundation, has determined that a maximum of four persons shall be entombed or inurned in each crypt in the Blue Sky Mausoleum™.

### **Section 22 Green Burials**

If a "green burial" is requested, the family must secure a licensed funeral director that will affirm to the Cemetery he/she is able and willing to conform to the Cemetery's requirements, the following are required to perform a green burial.

- a. Green burials may be allowed in traditional lots, graves and sections (spaces not deliberately designed or laid out as green burial spaces) dependent on location and available space so as to not disturb nearby remains or future burials and only with the approval of the Vice President of Operations. Green burials are not permitted in double depth graves.
- b. Mechanical equipment will be used for the opening and closing of the grave in addition to the set-up of the graveside equipment necessary for completion of the Interment.
- c. The Cemetery will use mechanical equipment for lawn cutting and general maintenance of the grounds on and surrounding the grave space where the green burial occurs.
- d. In addition to the Interment service fee, the Cemetery will require the payment of the New York State Division of Cemeteries approved "wood box/no outer case" fee.
- e. Caskets made of cardboard, papier-mâché or wicker must be specifically manufactured for green burials and must hold their structural integrity for safe lowering into the grave. This structural integrity includes the requirement that every full body decedent presented for green burial must be on a wood "air tray" provided by the funeral director,

in addition to the casket or container. The casket/container in a wood air tray will be lowered into the grave, using the Cemetery lowering device; wood air trays are not recoverable. Caskets in air trays should not exceed outside dimensions of 84" L x 28" W x 23" H.

- f. Disinterment of a green burial is not permitted, unless a court order mandates the Cemetery to perform the green burial disinterment. All parties involved in the disinterment must acknowledge and understand that in such circumstances the disinterment process will significantly, profoundly and permanently disrupt the decedent's remains. Depending upon the amount of time the decedent has been in the grave and the type of wrapping or outer case enclosing the decedent's remains, the absolute and dignified collection of all skeletal and tissue fragments will not be possible. The party(ies) requesting the disinterment will be required to engage a licensed funeral director to provide supervision and oversight of this disinterment process. All next of kin of the deceased, and any other party that has requested or authorized the disinterment, must sign a release satisfactory to the Cemetery holding the Cemetery harmless and releasing the Cemetery from any and all claims and actions resulting from the disinterment. The family, through their selected and required funeral director, must also provide a burial vault to accept all remains and materials, including earth, for removal from the cemetery.

#### **ARTICLE IV-A – PERMISSION FOR INTERMENTS**

**Section 1.** As a regulated not-for-profit cemetery in New York State, the Cemetery may refuse burial only in certain limited circumstances provided in applicable law. Nevertheless, the business operations of the Cemetery, as well as the Cemetery's peaceful dignity, could suffer irreparable damage in the event that a particular person for whom Interment is requested has sufficient notoriety that the Cemetery has determined that there are legitimate concerns for the safety and well-being of lot owners, visitors, and Cemetery personnel. Therefore, subject to all the laws, ordinances, or requirements of the State of New York, County of Erie, and City of Buffalo, or any other county or municipality where the Cemetery is located, the Cemetery shall not permit the Interment of a person who has been convicted of terrorism<sup>1</sup> or crimes against humanity<sup>2</sup>, or who has died while charged with, but not yet convicted of, any such crimes, or permit placement of a Memorial honoring the memory of such person in the Cemetery. Notwithstanding the foregoing, the Cemetery will permit the Interment of such persons if directed to do so by a court of competent jurisdiction.

#### **ARTICLE IV-B – INTERMENT OR ENTOMBMENT OF CREMATED DOMESTIC PETS**

**Section 1.** All Interments and entombments of cremated domestic pets are subject to these Rules

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<sup>1</sup> "Terrorism" is herein defined as an act or acts that violate federal or state law, and appear intended (i) to intimidate or coerce a civilian population; (ii) to influence the policy of a government by intimidation or coercion; or (iii) to affect the conduct of a government, by mass destruction, assassination, or kidnapping. See: U. S. Code, Title 18 – Crimes and Criminal Procedure, Part I – Crimes, Chapter 113b - Terrorism, § 2331.

<sup>2</sup> "Crimes against humanity" are herein defined as murder, extermination, enslavement, deportation, and other inhumane acts committed against any civilian population; or persecutions on political, racial or religious grounds. See: Nuremberg Charter, Article 6(c); Rome Statute of the International Criminal Court, Article 7.

and Regulations, shall also be subject to all the laws, ordinances, or requirements of the State of New York, County of Erie, City of Buffalo, or the county or municipality where the Cemetery is located.

**Section 2.** Interment or entombment of cremated domestic pets shall be permitted subject to the following conditions:

- a. A Pet Disposal Form or other certificate issued by the pet crematory must be submitted to the Cemetery at the time of Interment or entombment.
- b. Interment or entombment of cremated domestic pets shall be permitted only when the Interment or entombment is incidental to the Interment or entombment of human remains.
- c. Interment of cremated domestic pets shall be permitted in full size single graves in all sections, except lots where the burial rights are held by an organization or institution on behalf of its members, such as the Sisters of St. Joseph, the Masonic Lot, the Elks Lot, the Home for the Friendless, and lawn crypts.
- d. Interment of a cremated domestic pet shall not be permitted in cremation-sized graves in order to maintain the availability of space for human cremated remains.
- e. Interment or entombment of a cremated domestic pet shall not be permitted in any burial space that is owned as “community space” in common with others.
- f. Inurnment of a cremated domestic pet in a niche shall not be permitted in order to maintain the availability of space for human cremated remains.
- g. Entombment of a cremated domestic pet in a crypt shall be limited to a maximum of two, and must be limited to allow sufficient space for all human entombment(s) and inurnments permitted under Article IV, Section 21 of these Rules & Regulations.
- h. Interment or entombment of cremated domestic pets that have been placed in a casket containing human remains shall be permitted, and will be treated as a separate, dual Interment or entombment, as provided in the Cemetery’s service fee schedule.
- i. Scattering of a cremated domestic pet is not permitted.

**Section 3.** All Interments and entombments of cremated domestic pets must be made at a time and in a manner scheduled and approved solely by the Cemetery. In the event that there is a scheduling conflict between the Interment or entombment of a cremated domestic pet and the Interment, entombment, inurnment or scattering of a human, the human Interment, entombment, inurnment or scattering shall take precedence.

**Section 4.** No Interment or entombment of cremated domestic pets shall be permitted on New

Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day, except in situations when a simultaneous Interment or entombment of a human will occur due to religious necessity, if prior arrangements have been made with the Cemetery. If such Interment or entombment is required on a Saturday or Sunday that falls on days other than the holidays specified above, such Interment or entombment will be permitted upon payment of the New York State Division of Cemeteries' approved additional charges for human Interment in effect on the date of the Interment or entombment.

**Section 5.** Interment or entombment of a cremated domestic pet may take place only in the following instances:

- a. When requested by the original lot owner of the burial space; or
- b. In the event that the original lot owner is deceased, when requested by the original lot owner's surviving spouse, and the cremated domestic pet was owned by the deceased lot owner or a spouse; or
- c. In the event that the original lot owner is deceased and is not survived by a spouse, when requested by the descendants of the deceased lot owner, and the cremated domestic pet was owned by the deceased lot owner. Other than in this specific circumstance, descendants and heirs of an original lot owner may not request Interment or entombment of a cremated domestic pet.

**Section 6.** The Cemetery shall not be held responsible for the execution of any order for Interment or entombment of a cremated domestic pet given by telephone, unless it has been confirmed in advance in writing, or in an Interment order prepared by the Cemetery and signed by the lot owner and owner of the cremated domestic pet. The Cemetery shall not be held responsible for any error occurring from the lack of the receipt of precise and proper instructions pertaining to such Interment or entombment. Interment orders may be submitted via email or fax. However, the Cemetery shall not be held responsible for the execution of any order submitted via email or fax unless the Cemetery has acknowledged receipt of the email or fax in advance of the Interment.

**Section 7.** If, for any reason, the Interment space cannot be opened where specified the Cemetery may, at its discretion, open the Interment space in such other location in the same lot as is deemed best and proper to avoid delaying the Interment, and the Cemetery shall not be liable for payment of damages for such action.

**Section 8.** The Cemetery reserves the right to refuse Interment or entombment of a cremated domestic pet, and to refuse to open any burial space for that purpose, except on written application prepared on forms provided by the Cemetery, and duly filed in the Cemetery office.

**Section 9.** The Cemetery requires that for every in-ground Interment of a cremated domestic pet, if the cremated domestic pet remains are not placed into a casket with human remains, they must be placed into a non-sealed urn vault consisting of concrete or another non-degradable

material in order to provide for additional future cremated domestic pet Interments, and shall be limited to a maximum of two such vaults per full size single grave. In the event that an urn vault cannot be placed into the grave above an existing casketed Interment due to soil depth, the remains must be placed into a bronze or marble urn to facilitate locating the urn in the future. In the event that the cremated domestic pet has been placed in a casket containing human remains, the Interment or entombment must be documented separately.

**Section 10.** No Interment or entombment of a cremated domestic pet shall be permitted in any grave or crypt until all charges for such grave or crypt are fully paid.

**Section 11.** Lot owners are reminded to consider future Interments when designing a Memorial when both humans and cremated domestic pets are to be interred. Options for memorialization of cremated domestic pets may include one of the following:

- a. No memorialization of the cremated domestic pet, or
- b. Placement of a bronze Memorial medallion or a steel or ceramic photo on an existing Monument or Monolith, with the written authorization of the owner of the Monument or Monolith. The medallion or photo must be purchased from, and installed by, a Qualified Monument Contractor as provided in Article XII, or
- c. Placement of either a bronze tribute, plate, emblem, or photoceramic on a crypt-front, only where specifically permitted by both the Cemetery's Rules & Regulations and the specific policy applicable to the mausoleum. If permitted, the bronze tribute, or plate, or emblem, or photoceramic will be allowed in lieu of the one allowed for the human entombment. NOTE: Only a cameo size photoceramic (maximum 2 3/8 x 3 1/8 inches or 6 x 8 cm), or a bronze tribute not to exceed 2 x 4 inches, is allowed for the cremated domestic pet on any size crypt front, or
- d. Placement of a granite or bronze Memorial, subject to the same privileges and size requirements as provided in Article XII.

Memorialization of cremated domestic pets requires payment of all charges associated with human memorialization.

**Section 12.** Interment or entombment of a cremated domestic pet shall be recorded in the Cemetery's permanent record in the same manner as Interment or entombment of human remains.

**Section 13.** Disinterment or disentombment of a cremated domestic pet shall be permitted only as requested by the lot owner who originally requested the Interment or entombment of the cremated domestic pet, or by court order, and shall be recorded in the same manner as the disinterment or disentombment of cremated human remains.

## **ARTICLE V – CONTROL OF WORK BY CEMETERY**

**Section 1.** All grading, landscape work and improvement of any kind, and all care of lots, shall be done, and all trees, shrubs, and herbage of any kind shall be planted, trimmed, cut or removed, and all Interments, disinterments and removals shall be made, only by the Cemetery, or under its supervision or by a vendor hired and approved by the cemetery directly.

**Section 2.** All improvements, alterations or additions on individual lots in the Cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Cemetery; and, should they be made without its written consent, the Cemetery shall have the right to remove, alter or change such improvements or alterations at the expense of the lot owner.

**Section 3.** Contractors engaged in work of any nature on the Cemetery grounds shall not block roadways, unless permission therefor is granted by the Cemetery.

**Section 4.** The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots, plots, and parts thereof for the purpose of passage to and from other lots, plots, and parts thereof.

## **ARTICLE VI – DECORATION OF LOTS**

**Section 1.** The Cemetery reserves the right to require that no flower receptacles be placed on lots unless of metal, plastic, clay, bronze, concrete, granite, or similar material approved by the Cemetery, and set wholly above the level of the lawn, except that flower vases which are specifically designed to be stored below ground in a receptacle, that has been approved and installed by the Cemetery, are permitted.

**Section 2.** The Cemetery reserves the right to remove, add to, or adjust its floral designs, flowers, trees, shrubs, plants, or herbage of any kind. Funeral flowers, wreaths, baskets, floral designs, and similar funeral decorations left at the gravesite following a funeral will be removed and discarded after 24 hours, or as soon thereafter as practicable.

**Section 2-a.** In the case of special planting or embellishment provided by a lot owner and placed on his or her lot with the approval of the Cemetery, when for good and sufficient reasons it must be cultivated, trimmed or removed, such work may be ordered by the Cemetery at the expense of the lot owner, subject, however, to due notice to such lot owner at the last known post office address appearing on the records of the Cemetery.

**Section 3.** The Cemetery shall not be liable for damage to or loss of floral pieces, baskets or frames, flower vases or receptacles, or any other tributes, whether organic, artificial temporary, or permanent, that may have been placed on lots, or for any planting damaged by the elements, thieves, vandals or from other causes beyond its control.

**Section 4.** The Cemetery reserves the right to regulate the method of decorating lots so that a uniformity of landscape treatment may be maintained, and it may prevent the removal of any trees, shrubs, plants, or herbage of any kind. The placing on lots of boxes, metal designs,



ornaments, chairs, settees, glass, wood or iron cases or articles or tributes having a similarity thereto shall not be permitted, and if so placed, they may be removed by the Cemetery without notice.

**Section 5.** Given the unique natural settings of Section GG and The Last Forest, no decorations or tributes of any kind are allowed, including seasonal decorations of any manner, shape or form, unless the decoration is made of natural flowers or plants no larger than a handheld bouquet. No ribbon, plastic, metal or other non-biodegradable materials are to be used.

#### **ARTICLE VI-A – COMMUNITY MAUSOLEUM & COLUMBARIUM DECORATION**

**Section 1.** The Cemetery reserves the right to regulate the method of decorating crypts and niches in all community mausoleums and columbaria and in order to ensure a dignified and consistent appearance. Please refer to the specific Decoration Policy applicable to each mausoleum or columbarium for rules regarding allowed decoration. A copy of the Cemetery’s Decoration Policies may be obtained from the Cemetery office.

#### **ARTICLE VI-B – SEMI-ANNUAL CEMETERY CLEANUP**

**Section 1.** The Cemetery will perform a comprehensive cleanup of the grounds twice each year, provided that weather and other circumstances permit: during the first two weeks of March and during the first two weeks of October. Thus, March 1 and October 1 are known as “cleanup dates”.

- a. It is the lot owner or visitor’s responsibility to check the gravesite and make sure that any items that they consider to be valuable are removed prior to the cleanup dates.
- b. On the cleanup dates, and for the two weeks following the cleanup dates, all decorations, whether they are approved or not approved, including but not limited to ornaments, lamps, shepherd-crooks, statues, flower pots, decorative stones and similar items, will be removed.
- c. All broken, damaged or disposable items, including plastic flower pots, will be disposed of immediately at the Cemetery’s sole discretion. These items cannot be reclaimed. No notification of removal of an item will be provided.
- d. All items removed from a gravesite by the Cemetery and not disposed of immediately will be taken to the Service Garage at the applicable Forest Lawn cemetery, or other clearly designated area, where they will be held until March 31 for the spring cleanup and October 31 for the autumn cleanup, or until such other dates thereafter as weather and other circumstances permit. No notification of removal of an item will be provided.
- e. It is the lot owner or visitor’s responsibility to check the Service Garage or designated area for any items that have been removed from a gravesite. The lot owner or visitor may retrieve items that have been taken to the Service Garage until the final discard date.
- f. Stone rubbings are only allowed by Cemetery staff or designated professional and insured

qualified Monument dealers approved by the Cemetery. All Memorials in the Cemetery are the private property of the purchaser, lot owners, and heirs. The stability and integrity of memorials and their inscriptions is unknown and unpredictable. Therefore, stone rubbings are strictly prohibited by anyone other than Cemetery staff or Qualified Monument Contractors as described in these Rules and Regulations both out of concern for safety of the person touching the stone and the integrity of the historic Memorial.

## **ARTICLE VII – CONDUCT WITHIN THE CEMETERY**

**Section 1.** All persons who enter the Cemetery grounds for any purpose whatsoever shall observe proper standards of decorum, respect, and decency while within Cemetery grounds.

**Section 2.** Within Cemetery grounds, no person shall:

- a. Conduct any Memorial service, ceremony, tour, presentation, or other event without the prior notification and approval of the Cemetery, and without all associated fees having been paid in advance.
- b. Engage in any public assembly, picketing, demonstration or similar conduct.
- c. Make or deliver any speeches or similar conduct to assembled groups of people, unless the oration is part of an approved Memorial service, or a Cemetery sponsored tour, lecture, or presentation.
- d. Display any placards, banners, flags or similar devices within the Cemetery grounds, unless, in the case of a flag use of the same is part of an approved Memorial service or a Cemetery sponsored tour, lecture, or presentation. A properly displayed flag of the United States of America is always permitted in the Cemetery.
- e. Distribute any handbill, pamphlet, leaflet, or other written or printed matter within the Cemetery grounds; except that a program for an approved Memorial service or a Cemetery sponsored tour, lecture, or presentation may be distributed.
- f. Play any radio, tape recorder, or musical instrument, or use any loudspeaker that can be heard within the Cemetery grounds, unless use of the same is part of an approved Memorial service or a Cemetery sponsored tour, lecture, or presentation.
- g. Deposit or throw litter on Cemetery grounds.
- h. Engage in, promote, instigate, encourage, or aid and abet fighting, or threatening, violent behavior.
- i. Utter loud and boisterous language of any kind, in any language, or make other unreasonably loud noises.

- j. Interrupt, disturb, stare at, or photograph any Memorial service, Interment, disinterment, ceremony, tour, presentation, or other event.
- k. Utter abusive, insulting, profane, indecent or otherwise provocative language, or make an abusive, insulting, profane, indecent or otherwise provocative gesture to any person.
- l. Obstruct movement on the roads, sidewalks, or pathways of the Cemetery grounds.
- m. Disobey a proper request or order to disperse or to leave the Cemetery grounds.
- n. Obstruct or in any way interfere with a funeral procession, graveside Interment service, or Memorial service, including failure or refusal to yield while walking or operating a vehicle or bicycle.
- o. Wear or display any type of disguise, costume, makeup, hairstyle or other attire aspect of personal appearance that, in the sole opinion of the Cemetery management, is inconsistent with these rules, the dignity and solemnity of the Cemetery, and as expected by lot owners.
- p. Display full or partial nudity, or disrespectful, inappropriate, or sexually provocative attire or behavior. Shirts must be worn at all times.
- q. Bring firearms or any other weapon into the Cemetery (unless carried by law enforcement officers while on active duty or members of the United States Armed Forces).
- r. Bring alcoholic beverages, food for preparation, or food preparation materials into the Cemetery, except in connection with Cemetery-sponsored events or approved Memorial services or events with prior written permission and under the direct supervision of the Cemetery. Light picnic lunches, prepared elsewhere and wholly contained in a lunch box, picnic basket or similar container are permitted. All trash from picnic lunches must be immediately removed from the Cemetery.
- s. Bring any prohibited or illegal substances into the Cemetery.
- t. Engage in any criminal activity within the Cemetery.

**Section 2-a.** Launching, landing, or operating any device that is used or intended to be used for flight in the air, including without limitation model airplanes, quadcopters, and drones, is prohibited within Cemetery grounds. Balloons, paper lanterns, and any other decorative floating objects are prohibited from cemetery grounds.

**Section 3.** Dogs, cats, or other pets are not allowed within Cemetery grounds, unless they remain secured within a vehicle. However, service pets are allowed in the Cemetery while actually serving a disabled person. Subject to prior approval by the Cemetery, horse-drawn carriages will

be allowed as part of a funeral procession.

**Section 4.** Except as set forth in (a) and (b) below, use of Cemetery grounds for sports, recreational or athletic activities such as foot races, jogging, skiing, ice skating, roller skating, rollerblading, athletic team practices or training, bicycle races or group bicycle rides, swimming, sailing, rafting, kayaking, canoeing, and related or similar activities, either by individuals or organized groups, is prohibited.

- a. Individual walking or jogging is permitted in the Cemetery if done within roadways, in a safe manner and at a respectful speed, by adults, or by minors under the direct supervision of adults. Persons who are walking or jogging must yield and come to a full stop, lower their head and remain quietly in place when a funeral procession passes by, or if they encounter a Memorial or committal service in progress. Persons who are walking or jogging must always yield to Cemetery work vehicles. Shirts must be worn at all times.
- b. Individual bicycle riding is permitted in the Cemetery if done within roadways or in areas designated for bicycles, and if done in a safe manner and at a respectful speed, by adults, or by minors under the direct supervision of adults. However, persons riding bicycles must yield and come to a full stop, lower their head and remain quietly in place when a funeral procession passes by or if they encounter a Memorial or committal service in progress. Persons riding bicycles must always yield to Cemetery work vehicles. Shirts must be worn at all times.

**Section 5.** Within Cemetery grounds, motor vehicles may not be driven in excess of twenty miles per hour, or such lesser speed limit as posted. Operation of motor vehicles within the Cemetery is subject to the following requirements:

- a. Automobiles must always be kept under control and driven on the right hand side of the roadway. Automobiles are not allowed to park or come to a full stop in front of any open grave unless such automobiles are in attendance at a funeral.
- b. Automobiles may not be parked in any area designated as a No Parking area.
- c. The Cemetery roadways shall not be used for instructing any person in the operation of an automobile. Drivers shall not turn their automobiles to reverse their direction (known as making a U-turn) on any roads within the Cemetery.
- d. Should an automobile or other vehicle be driven on lawns or on any part of the Cemetery in a manner causing damage to the lawns, trees, planting, or any structures thereon, the owner of such automobile or other vehicle shall be liable for the payment of the cost involved in the repair of the damage.
- e. No vehicle may be left in the Cemetery for more than two hours, unless in conjunction with a Cemetery-sponsored tour, lecture, or presentation.

- f. Motorcycles are not permitted on Cemetery grounds unless they are part of a supervised funeral procession.

**Section 6.** An adult responsible for their conduct must accompany all children under 18 years of age.

**Section 7.** All persons are prohibited from gathering flowers, either wild or cultivated, or breaking or mutilating trees, shrubbery or plants, or disturbing or feeding the birds or fish or other animal life on Cemetery grounds.

**Section 8.** Peddling of flowers or plants, or soliciting the sale of any commodity, except by employees of the Cemetery in their line of duty, is prohibited on Cemetery grounds.

**Section 9.** The Cemetery grounds shall be open daily from 8:00 AM to 5:00 PM during the portion of the year when Standard Time is in effect and from 8:00 AM to 7:00 PM during the portion of the year when Daylight Savings Time is in effect.<sup>3</sup> The community mausoleums shall be open daily between 10:00 AM and 4:30 PM. The Chapel Columbarium and Forest Lawn Cremation Company Columbarium shall be accessible during the same hours as the Cemetery office with entrance gained upon request from the office. The Cemetery office shall be open Monday through Friday from 8:30 AM until 4:30 PM, and on Saturdays from 8:30 AM until 12:30 PM. The Cemetery office is closed on Sundays and on holidays other than Memorial Day.

**Section 10.** There must be a strict observance of all the proprieties whether embraced in these Rules and Regulations or not, and the Cemetery shall have the power to prevent or disperse improper assemblages.

**Section 11.** Photography within the Cemetery for personal use is permitted, with the exception that taking photographs or video of any memorial service, Interment, disinterment, ceremony, is strictly prohibited unless approved in advance by the next of kin of the deceased, in a written, signed, and notarized statement that is presented to the Cemetery office at least 24 hours in advance of the date on which photography is to take place.

**Section 11-a.** Commercial photography or video requires compliance with the Forest Lawn Group Image Use Policy and receipt of an approved The Forest Lawn Group Image Use Agreement & Permit, a copy of which may be obtained from the Administration Office. No photographs, video, or other depiction of sites within the Cemetery grounds may be used for commercial purposes in any video, movie, book, periodical, publication, television program, on the internet, or in any other electronic or social media without the prior written permission of the Cemetery.

**Section 11-b.** News media covering a news story are permitted to film or photograph within the Cemetery after notifying the Cemetery officers of their presence and receiving Cemetery approval from the officers or Director of Communications/Public Relations.

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<sup>3</sup> All hours are subject to change at the discretion of Cemetery management and without advance notice.

**Section 12.** The officers of the Cemetery or those to whom they delegate authority are empowered to enforce all Rules and Regulations. They shall have supervision and control of all persons within the Cemetery in their conduct in the performance of work, in attendance at funerals and in the movement of traffic.

**Section 13.** Right to access the undeveloped areas of the Cemetery grounds, or to any other areas designated as closed to the public, is confined to employees of the Cemetery, and any other persons found there shall be deemed trespassers.

#### **ARTICLE VIII – FEES, GRATUITIES, AND COMMISSIONS**

**Section 1.** It is not permissible for any person employed by the Cemetery to accept any fees, gratuity, or commission from any source other than his compensation from the Cemetery.

#### **ARTICLE IX – PROTECTION AGAINST LOSS**

**Section 1.** The Cemetery will take reasonable precaution to protect the property rights of lot owners within the Cemetery from loss or damage, but it distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, including without limitation to damage by: the elements; an act of God; a common enemy; thieves; strikes; malicious mischief; explosions; unavoidable accidents; invasions; insurrections; riots; or orders of any military or civil authority, whether the damage be direct or indirect, other than as herein provided.

#### **ARTICLE X – CHANGE IN ADDRESS OF LOT OWNER**

**Section 1.** Any notice sent or required to be sent to the lot owner shall be addressed to him or her at the last known post office address appearing on the records of the Cemetery. Lot owners are required to notify the Cemetery office of any change of address.

#### **ARTICLE XI – RECEIVING VAULTS**

**Section 1.** Receiving vaults are for temporary use only on a rental basis, and under no circumstances shall a body be considered as interred or buried by reason of being placed therein.

**Section 2.** No body will be permitted to remain in a receiving vault longer than seventy-two hours unless it is contained in a hermetically sealed gasketed casket or in an EnsuraSeal, Ziegler, or similar outer case. The remains of any person who has died of an infectious or contagious disease shall not be deposited in the Receiving Vault unless the case is hermetically sealed or in an EnsuraSeal, Ziegler, or similar outer case.

**Section 3.** Arrangements for payment of all deposits required and rental charges shall be made before any remains may be deposited in the receiving vault.

**Section 4.** Upon failure to make suitable arrangements for the removal and disposition of remains deposited in a receiving vaults within a reasonable time, or upon failure to pay the accrued rental charges, the Cemetery may, at its discretion, remove the body and inter it, upon giving 10

days' notice by registered mail to the person and funeral director who made the placement, at his last known post office address, stating its intention of making said removal; in which event the deposit made as above provided shall be applied to the cost of such Interment and the balance of such cost, if any, shall be paid to the Cemetery by the person who made such placement.

**Section 4-a.** If such removal and Interment shall take place, the Cemetery will Inter the casketed remains in the container in which they are in the receiving vault without a concrete or other similar outer container and without regard to the type of casket, whether wood or metal, with or without a gasket.

**Section 5.** The Cemetery reserves the right to remove from its temporary receiving vaults and Inter any remains therein not in good state of preservation or when the condition of the body renders its Interment necessary in the judgment of the Cemetery, upon due notice to the person who made the placement at his last known post office address appearing on the records of the Cemetery.

**Section 6.** The removal of a body from a receiving vaults may be made only at such times as may be approved by the Cemetery.

## **ARTICLE XII – MEMORIAL STANDARDS**

**Section 1.** All Memorials, as defined in Article II, placed within the Cemetery must be erected, placed, installed, repaired or replaced only by a Qualified Monument Contractor. In order to be considered a Qualified Monument Contractor, a Contractor must meet the following requirements:

- i. The Contractor must have erected, placed, installed, repaired or replaced a Memorial similar to the proposed Memorial, either at any of the Forest Lawn Cemeteries or at similar historic cemeteries that have either, paid full time staff or paid full time administrative staff and/or officers and trustees, in which case the Contractor must provide three notarized letters, one signed by an officer of the cemetery corporation, one signed by the Cemetery's paid full time superintendent, and one signed by the Cemetery's most senior paid full time administrator, from each of three similar historic cemeteries, attesting to the Contractor's satisfactory work performance and professional and ethical behavior.
- ii. The Contractor must possess sufficient trained and experienced staff and all necessary equipment so as to properly and efficiently erect, place, install, repair or replace a Memorial in a timely fashion, with no disruption of normal cemetery operations. This requirement may be fulfilled either by providing the Cemetery with a bond to insure that the Contractor's work performance meets Cemetery requirements, or by engaging a contractor who will be responsible for erecting, placing, installing, repairing or replacing a Memorial.

- iii. In the event that a Contractor does not possess the qualifications necessary to be a Qualified Monument Contractor as described herein, then work may proceed only if the Contractor engages a Qualified Monument Contractor who will be responsible for erecting, placing, installing, repairing or replacing a Memorial.

**Section 1-a.** The Qualified Monument Contractor must provide the Cemetery with a construction or installation schedule that specifies all work days, and a schedule of all supplies and equipment that will be brought to Forest Lawn specifying the dates on which they will arrive and be removed from the Cemetery, and a roster of all supervisory staff production staff and approved subcontractors who are expected to perform work on the proposed Memorial.

**Section 1-b.** The Cemetery reserves the right to revise qualifications for Qualified Monument Contractors from time to time as circumstances warrant.

**Section 1-c.** Qualified Monument Contractors engaged in placing or erecting memorials must obtain a signed foundation order from the Cemetery office before commencing work of any nature, and, in doing such work, shall comply with all reasonable directions of the Cemetery.

**Section 1-d.** Contractors and Qualified Monument Contractor working within Forest Lawn shall at all times maintain, and no later than 48 hours before commencement of any work provide Forest Lawn with written proof of, Workers Compensation coverage for all employees and approved subcontractors, subject to applicable limits established by the State of New York; and written proof of comprehensive general liability and automobile liability insurance issued by an insurer licensed in New York and reasonably acceptable to the Cemetery, in which the Cemetery is named as an additional insured, with combined single limit coverage of at least \$1,000,000. The Cemetery reserves the right to adjust these insurance requirements from time-to-time as circumstances warrant.

**Section 2.** Qualified Monument Contractors engaged in erecting Memorials are prohibited from attaching ropes to other memorials, trees or shrubs, from placing any material upon adjoining lots, and from blocking roadways or pathways; and they must conduct with dispatch the work to which they are assigned, thereby leaving their materials on the grounds no longer than is reasonably necessary for the proper completion of their work.

**Section 3.** Damage done by Contractors and Qualified Monument Contractors to lots, Memorials, walks, roadways, trees, shrubs, lawns, or other property within the Cemetery, or belonging to the Cemetery, shall be repaired by the Cemetery, and the cost of such repair shall be paid by the Contractor or Qualified Monument Contractor responsible for the damage.

**Section 4.** No material or machinery for the construction or setting of memorials shall be brought into the Cemetery until required for immediate use, or between 12:00 noon Saturday and 8:30 AM Monday, or at any time when the ground is soft, or shall it be brought into any section in which or adjoining which a funeral is in progress. All work must be done between the hours of 8:30 AM and 5:00 PM unless otherwise directed by the Cemetery.



**Section 5.** All persons engaged in work within the Cemetery shall observe all the proprieties of a Cemetery, and all work shall cease when a funeral procession passes or an Interment service is being conducted nearby.

**Section 6.** Advertising or soliciting any business within the Cemetery shall not be permitted, nor shall any advertising matter of any kind be permitted on Memorial work except for identifying insignia registered in the United States Patent Office such insignias to be sandblasted into the material without pigmentation and to be not more than two square inches in total area.

**Section 7.** As provided in Article 15, Sections §1510(a) and §1510(h) of the Not-for-Profit Corporation Law of the State of New York, should any Memorial, mausoleum or tomb become unsightly, unsafe or dilapidated the Cemetery shall have the right either to correct the condition or to remove the same at the expense of the lot owner upon due notice to him or her at his or her last known post office address appearing on the records of the cemetery. If any such Memorial or structure becomes a menace and dangerous to persons or property the Cemetery shall have the right forthwith to correct the condition or to remove the same without notice to the lot owner, and the cost of such correction or removal shall be collected from the lot owner.

**Section 7-a.** Should there be placed on any lot without the approval of the Cemetery a Memorial, or something of similar intent, or an altered Memorial that differs in any way from that which was approved by the Cemetery in the foundation order, and if the offices of the Cemetery in their judgment determine that such is unsuitable for a cemetery lot, it may be removed immediately, and the cost of such shall be collected from the lot owner.

**Section 8.** Mausoleums, sarcophagi, monuments, monoliths, markers, and every Memorial structure designed to extend above the surface of the lawn, shall be permitted only on such lots as are typically sold with the specific privilege thereof. All plans, specifications, and location on the lot shall be subject to the approval of the Cemetery. Their location on the lot shall be determined solely by the Cemetery.

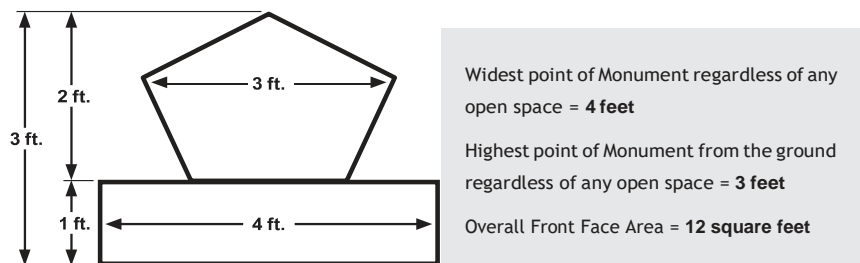
**Section 8-a.** The granite used in all mausoleums, sarcophagi, and every Memorial structure designed to extend above the surface of the lawn that is not a traditional Monument, Monolith, or lawn level marker, must carry a full perpetual warranty issued by a United States granite manufacturer, backed by proven and audited financial reserves, which assures financial security to the Cemetery's satisfaction. The Cemetery reserves the right to reject any granite that does not carry a warranty that meets this standard. If a granite warranty that is presented is not sufficiently backed by proven and audited financial reserves, in addition to the usual required Perpetual Care Trust described herein, the Cemetery will require an additional monetary deposit in an amount solely determined by the Cemetery, to be placed into a Perpetual Care Trust Fund established with the Cemetery as provided by Article 15 of the Not-for-Profit Corporation Law of the State of New York, in order to protect against the cost of replacement, repair or excessive maintenance of granite. "Contractors' grade" granite is not permitted. The Cemetery reserves the right, in its sole discretion, to reject any granite that does not meet this standard. Non-granite material with a granite veneer covering is not allowed.

**Section 8-b.** Family names or other inscriptions shall not be inscribed on both sides of a Monument, Monolith or other Memorial structure unless such structure is placed in the center of a lot of sufficient size and layout as determined by the Cemetery, thereby memorializing grave locations on both sides.

**Section 8-c.** Government supplied white marble upright veterans' memorials are permitted only in Veterans' Field of Valor® sections specified and designated by the Cemetery.

**Section 8-d.** For all lots sold after the effective date of these Rules and Regulations, in Forest Lawn Cemetery only, colored granite memorials, whether polished, unpolished, upright, or lawn level, are permitted only in Sections 10, 18 (Creekside Meadow only), 20, 27, 28 (excluding 28T and 28H), 29B, 31, 32, 33, 33GT, 33.5, 36, 36A, 36B, 36C, 37, 37A, 37B, 37C, 37D, 38, 39, 40, 41, 42, 50, Y, and Z of the Cemetery. Polished jet black granite lawn level markers are not permitted anywhere in Forest Lawn Cemetery. Granite memorials in all other sections of the cemetery must consist of grey granite only. This policy will be enforced with respect to all newly placed memorials regardless of the presence of previously placed colored granite memorials in those specified sections. This rule does not apply in Lakeside Cemetery, St. Matthew's Cemetery, and Williamsville Cemetery.

**Section 9.** The size of a Memorial shall be governed according to the ratio of its overall front face area, regardless of any open space resulting from the shape of the Memorial (maximum overall length multiplied by total height from the ground) to the superficial area of the lot and the ratio of its length (greatest horizontal dimension) to the average width of the lot. Its face area shall not exceed twenty (20) per cent of the superficial area of lots of 100 square feet and over and fifteen (15) per cent of lots under 100 square feet, and its length shall not exceed sixty (60) per cent of the average width of the lot. Calculation of overall front face area, regardless of any open space resulting from the shape of the Memorial (maximum overall length multiplied by total height from the ground) is described herein:



**Section 9-a.** Feature or Estate Lots. For lots sold by the square foot rather than by the number of actual grave spaces, which are typically designated as "feature" or "estate" lots, given their special location and size, the Cemetery's standard Monument formula and rules associated with traditional lots (non-feature or estate lots) to determine the size, shape, height, width and number of memorials are not applicable. For memorials on feature or estate lots, the size, shape, color, height, width, embellishments, etchings, photos, engraving and every other element and feature of the Memorial(s) are subject to the Cemetery's sole and absolute

discretion and approval as to whether the Memorial(s) are suited to the lot and location on which they are to be placed.

**Section 9-b.** When a lot is sold with a Monument privilege, and the Monument proposed for installation in such lot has a die or superstructure comprised of two or more pieces, they shall be set on a single, solid base of the same material extending under the entire area of such die or superstructure. If the Monument proposed for installation is of one piece cut from a single solid stone, sometimes called a monolith, it may be set directly on the foundation built by the Cemetery without a base.

**Section 10.** Individual, lawn level granite markers will be four-inches (4") thick, twelve-inches (12") wide, and twenty-four-inches (24") long, not to vary plus or minus one-quarter inches in any dimension and shall be set on into a Memorial guard provided and installed by the Cemetery, permitting their placement flush with the surface of the lawn. All flush markers are to be finished top, balance sawed only. All marker sawed sides are to be sawed plum at 90 degrees to the top and joint.

**Section 10-a.** Grave markers on family lots may conform in size, shape, and material to the first marker permitted and placed on such lot. Individual grave markers extending above the surface of the lawn shall be permitted only on such lots or graves as have been sold with the specific privilege thereof; and only one such marker shall be placed on any one adult grave space approximating 35 square feet surface area. The size of such markers shall either (a) not exceed two feet (2') in length and twelve-inches (12") in height, a four-inch (4") butt to be set below the surface of the lawn, or (b) as specified by Cemetery officers in the approved sales agreement and Memorial privilege form may be required. The bottom beds of all markers shall be cut level and true.

**Section 11.** Foundations for all memorials shall be constructed by the Cemetery or by a vendor engaged by the Cemetery. Payment of all charges must be made before construction of the foundation will be commenced. Application for the construction of a foundation, and for approval or modification of a Memorial, shall be made on forms furnished by the Cemetery, which shall show a sketch of the proposed Memorial, its dimensions, location on the lot, inscription, the kind, color, and quality of stone, and the name of the quarrier, and shall be signed by the Memorial dealer, and by the lot owner, or by his or her heir or heirs, or executor, or administrator.

**Section 11-a.** In the event that the Cemetery, at its sole discretion, chooses not to construct the foundation for a Memorial, the foundation may be constructed by a Qualified Foundation Builder that meets the following requirements:

- i. The foundation builder must have constructed a foundation for a Memorial similar to the proposed Memorial, either at any of the Forest Lawn properties or at similar historic cemeteries that have either a paid full-time staff or paid full-time administrative staff and/or officers and trustees, in which case the foundation builder must provide three notarized letters, one signed by an officer of the cemetery corporation, one signed by the

cemetery's paid full time superintendent, and one signed by the cemetery's most senior paid full time administrator, if available, from each of three similar historic cemeteries, attesting to the foundation builder's satisfactory work performance and professional and ethical behavior.

- ii. The foundation builder must possess sufficient trained and experienced staff and all necessary equipment so as to properly and efficiently construct the foundation in a timely fashion, with no disruption of normal cemetery operations. This requirement may be fulfilled by providing the Cemetery with a bond to insure that the foundation builder's work performance meets Cemetery requirements.
- iii. The foundation builder must provide the Cemetery with a construction or installation schedule that specifies all work days, and a schedule of all supplies and equipment that will be brought to the Cemetery specifying the dates on which they will arrive and be removed from the Cemetery, a roster of all supervisory staff including 24-hour/7-days per week telephone numbers, and a listing of all production staff and approved subcontractors who are expected to perform work on the proposed foundation.

**Section 11-b.** The Cemetery reserves the right to revise qualifications for Qualified Foundation Builders from time to time as circumstances warrant.

**Section 11-c.** All foundation work performed by a Qualified Foundation Builder must be done only with the Cemetery's prior approval and under the Cemetery's supervision. Application for the construction of a foundation shall be made on forms furnished by the Cemetery, signed by the Qualified Foundation Builder, and by the lot owner or the lot owner's heirs or executor or administrator, and shall include a foundation plan prepared by a Qualified Monument Contractor or the seller of the Monument, with a cross-section, and a sketch of the proposed foundation showing its dimensions, all requirements for concrete strength, and reinforcing bars. Payment of all charges must be made before construction of the foundation will be commenced.

**Section 12.** The Cemetery may reject any plan or design of a proposed Memorial that, in its opinion, is undesirable or unsuited to the lot and location on which it is to be placed, even if the proposed Memorial otherwise complies with these Rules & Regulations. The Cemetery shall likewise stop the construction of any Memorial work when it is being executed in a manner threatening life or property; when the dealer has been guilty of misrepresentation to the Cemetery; or when work is being executed contrary to specifications.

**Section 13.** While the Cemetery will exercise reasonable care to protect raised lettering, carving or ornaments on any Memorial, it disclaims responsibility for any damage or injury thereto.

**Section 14.** Notwithstanding any other provision of these Rules and Regulations, in order to mitigate the inevitable damage that will occur from normal Cemetery operations, the base, or at least 50% of the total visible height of the base, of all monuments must be rock pitched.

**Section 14-a.** Notwithstanding any other provision of these Rules and Regulations, it is strongly

recommended that all granite lawn level markers be unpolished in order to mitigate the inevitable damage that will occur from normal Cemetery operations. If a lot owner chooses to place a polished granite lawn level marker, the Cemetery is not responsible for any damage to the marker due to any cause whatsoever. Polished black granite lawn level markers are not permitted anywhere in Forest Lawn Cemetery.

**Section 15.** No Memorial shall be removed from a lot except by the Cemetery as provided in this Article XII, unless a written order signed by the lot owner is presented to the Cemetery, and a permit is issued by the Cemetery.

**Section 16.** The use of bronze is approved for doors and window grilles of mausoleums and mausoleum fixtures for statuary, for urns or vases, and for markers or family Memorials to be set flush with the lawn or for decorative embellishments on upright granite memorials.

**Section 17.** All joints on monuments shall be sealed in a manner constituting the best practice of the Monument industry.

**Section 18.** Full grave ledgers must be constructed of granite, or bronze and granite, as approved by the Cemetery and shall be of a thickness of four inches or more. No further Interments will be permitted in a single grave after a full grave ledger has been placed over that grave.

**Section 19.** The erection of a Memorial shall not be permitted on any lot or single grave until the purchase price of the lot or single grave, as well as any other fees or charges associated with the lot, grave or Memorial, have been paid in full.

**Section 19-a.** Regardless of the number of Interments permitted, or that have actually occurred, in a single grave, lot owners are limited to placement of not more than two lawn- level memorials on any single grave, each with a maximum size of 24" x 30", unless a full grave ledger is otherwise allowed.

**Section 20.** Except for Veteran's markers provided by the government, the Cemetery will not accept direct shipment of any monuments or Memorial structures of any type, or of the materials to be used in the construction thereof, unless they have been sold by the Cemetery to the lot owner for installation in the Cemetery. Rather, any such items or materials must be brought to the Cemetery by, or under the direct supervision of, a Qualified Monument Contractor.

**Section 21.** For specific Memorial Standards that apply to the construction, installation, replacement, and repair of monuments and flush markers in St. Matthew's Cemetery, see Article XV, Section 3 herein.

**Section 22.** The Cemetery, in its sole discretion, may retain an architect, engineer, or construction manager to review the plans and specifications for a proposed Memorial, mausoleum, or sarcophagus, for the purpose of determining whether to approve the proposed Memorial, mausoleum, or sarcophagus for construction, installation or placement in the Cemetery. The direct cost to the Cemetery of such architect, engineer or construction manager's review, plus

any New York State Cemetery Board approved service fee for such review, shall be borne by the lot owner or person proposing to construct, install or place such Memorial, mausoleum, or sarcophagus.

## **ARTICLE XII-A – MEMORIAL DESIGN**

**Section 1.** Because the Cemetery provides a dignified resting place for all those who have died, and a comforting place for those who wish to come and remember those whom they have lost, all monuments, Memorials, decorations and inscriptions must respect and protect the dignity of all individuals, and maintain the beauty and order of Cemetery grounds. Therefore, any display of vulgar nudity, profanity, vulgarity in words, symbols or design, or of intimate physical contact with another person or object that, in the Cemetery’s sole discretion, is offensive to generally accepted community standards of decency, shall not be allowed.

**Section 2.** Placing or erecting memorials of any type within the Cemetery must only be done pursuant to a foundation order on forms furnished by the Cemetery, which shall show a sketch of the proposed Memorial and all inscriptions, symbols, emblems and other markings of any kind to be placed on the Memorial, the kind, color, and quality of stone, and the name of the quarrier, and shall be signed by the Memorial dealer, and by the lot owner, or by his or her heir or heirs, or executor, or administrator. Approval of the foundation order shall be solely within the discretion of the Cemetery. Memorials that depict images of a person or persons must depict the subjects fully clothed, unless the design clearly portrays acceptable, modest nudity as seen in classical sculpture or artistic portrayals of cherubs, angels, gods, heroic figures and goddesses. All images of persons must depict them facing forward, and not engaging in any activity that could, in the sole opinion of Cemetery management, be considered objectionable or sexual in nature.

**Section 3.** If any addition to or repair of a Monument, Memorial, decoration, or any inscription shall be determined to be offensive, in the sole opinion of Cemetery management, the Cemetery shall have the right, and responsibility, to remove, change or correct the offensive or improper Monument, Memorial, decoration, or inscription, or direct the owners of such offensive or improper Monument, Memorial, decoration, or inscription to do so.

**Section 4.** Due to the potential for inadvertent damage by Cemetery, vault company, Monument company, etc. equipment, photo-ceramics, stainless steel photos, granite inserts or other similar items adhered or installed, into or onto, any lawn level Memorial, or surface etchings or other similar techniques for applying portraits, photos, designs or images onto lawn level memorials will only be permitted if replacement or repair is guaranteed to the purchaser in writing and such document is copied to the cemetery with the foundation order by the Memorial dealer who sells such Memorial.

## **ARTICLE XIII – MEMORIALS CONTAINING PLACES FOR GROWING PLANTS**

**Section 1.** Memorials in the form of a permanent urn, or a Monument containing a place for growing plants or herbage of any kind, will be permitted in the Cemetery only if a Perpetual Care Trust Fund is established, the amount of which shall be dictated by the size and design of the

Memorial and the prevailing market investment returns to provide income for its permanent maintenance. Such Perpetual Care Trust Fund must be established with the Cemetery as provided by Article 15 of the Not-for-Profit Corporation Law of the State of New York.

#### **ARTICLE XIV – MAUSOLEUMS & SARCOPHAGI**

**Section 1.** The granite used in all mausoleums and sarcophagi must carry a full perpetual warranty backed by proven and demonstrated financial reserves, which assures financial security to the Cemetery's satisfaction. The Cemetery reserves the right to reject any granite that does not carry a warranty that meets this standard. If a granite warranty that is presented does not have sufficiently backed by proven and demonstrated financial reserves, the Cemetery will require an additional monetary deposit into a Perpetual Care Trust Fund, in addition to the usual required Perpetual Care Trust Fund described herein, in order to protect against the cost of replacement, repair or excessive maintenance of granite.

**Section 1-a.** A Perpetual Care Trust Fund shall be established with the Cemetery and fully funded before the construction of either a mausoleum or a sarcophagus will be permitted, as provided by Article 15 of the Not-for-Profit Corporation Law of the State of New York. In determining the amount of the Perpetual Care Trust Fund, the Cemetery may rely on the recommendation of an approved Qualified Monument Contractor of its choice, who has reviewed the design and plans for the Memorial. Additionally, the amount of the Perpetual Care Trust Fund shall be dictated by the size and design of the structure and materials used, and the prevailing market investment returns to provide income for the future care of the structure. The minimum amounts required by the Cemetery for establishment of a Perpetual Care Trust Fund for mausoleums or sarcophagi are as follows:

- For private mausoleums: \$20,000 or 10% of the building cost, whichever is greater.
- For sarcophagi: \$10,000 or 10% of the building cost, whichever is greater.

**Section 2.** The minimum height requirements for a single sarcophagus are: eight inches (8") base height, twenty-eight inches (28") crypt height, and six inches (6") roof height. The maximum height will be determined and approved by the cemetery Superintendent.

**Section 3.** Foundation footings shall be two feet (2') or more in width, and at a depth to be determined in the Cemetery's sole discretion. If solid rock is found the underlying strata at a depth of less than six feet, the depth of the foundation may be reduced so long as a solid footing is obtained. If foundation walls are constructed of concrete, it shall be of a mixture of one part cement, two parts sand and four parts grit or gravel.

**Section 3-a.** Tile flooring is not allowed. Shelves in crypts must have a minimum thickness of three inches (3") in any design. All structures are required to have a base or base course so that the walls do not sit directly on the foundation.

**Section 4.** For the interior finishing of the structure, granite is strongly recommended, but if marble is used, it shall be of a thickness of one and one-half inches (1½") or more for the ceiling

and one inch (1") or more for the sidewalls of the vestibule. Marble may not be used on crypt fronts and the front tablets of the crypts, in private, non-climate-controlled mausoleums. All marble shall be thoroughly rabbeted, dowelled, and anchored where necessary with bronze anchors or brass wire. In setting interior work, only non-staining white Portland cement may be used.

**Section 5.** Vestibules and auditoriums shall be provided with proper ventilation.

**Section 6.** Crypts shall have ventilation space of one or more inches between the rear of the crypt and the wall. The ends of the crypts and shelves shall be of a thickness of three inches (3") or more. In the case of end-crypt construction the partition walls shall be two and one-half inches (2½") or more in thickness, rails of two and one-half inches (2½") or more in thickness and at least six inches (6") wide, with vertical stiles of at least three inches (3") square. All work must be rabbeted, dowelled, and anchored with bronze anchors. Front tablets of crypts are to be provided with proper handles or knobs to facilitate opening and closing. The dimensions of the interior of the crypts shall be at least seven feet six inches (7'6") in length, two feet eight inches (2'8") in width and two feet two inches (2'2") in height.

**Section 7.** Stained glass windows in a mausoleum must be protected by an outer panel of plexi-glass or other shatterproof material, which must be installed at the time of construction. All doors and windows on a mausoleum must be made of durable materials, such as bronze or granite, with the capability to be locked, and doors must be at least 32 inches (32") in width to allow for interments and other work to be done on the inside of the mausoleum.

#### **ARTICLE XIV-A – PREFABRICATED STRUCTURES**

**Section 1.** Prefabricated mausoleums, sarcophagi, or structures having a similarity thereto, may be permitted on lots designated by the cemetery for such use, subject, however, to the following conditions:

- a. The structure shall be of granite only as approved by the Cemetery, and all bonding material used in fabrication shall be the best available from time to time having the same color as the granite.
- b. The base of the structure shall be cut from one solid piece of granite of a thickness of not less than eight inches (8"), with pre-cut channels permitting placement of sidewalls and end wall.
- c. The sidewalls and rear wall shall be of a thickness of not less than four inches (4"), and they shall be set in pre-cut channels and suitably bonded.
- d. The top piece or "cap" shall be of a thickness of not less than six inches (6"), and suitably bonded.
- e. The front end or "loading area" shall contain suitable area for sealing the crypt after



placement of the burial case.

- f. There shall be no coloring used in the structure nor in its inscriptions.
- g. The structure shall be set upon a foundation constructed by the Cemetery or, in the Cemetery's sole discretion, by an approved Qualified Foundation Builder who meets the requirements for a Qualified Foundation Builder set forth in Article XII Section 11-a, according to specifications submitted by the manufacturer, which specifications must be at least equivalent to the foundation requirements of the Cemetery or the Cemetery's best judgment regarding what constitutes a proper foundation.
- h. The structure shall be prefabricated by the manufacturer and delivered to the cemetery as a complete unit and set on the foundation.

**Section 2.** The granite used in all prefabricated structures must carry a full perpetual warranty issued by a United States granite manufacturer, backed by proven and demonstrated financial reserves, which assures financial security to the Cemetery's satisfaction. The Cemetery reserves the right to reject any granite that does not carry a warranty that meets this standard. If a granite warranty that is presented does not have sufficiently backed by proven and demonstrated financial reserves, the Cemetery will require an additional monetary deposit into a Perpetual Care Trust Fund, maintained by the Cemetery in addition to the usual required Perpetual Care Trust described herein, in order to protect against the cost of replacement, repair or excessive maintenance of granite.

**Section 3.** A Perpetual Care Trust Fund shall be established with the Cemetery, as provided by Article 15 of the Not-for-Profit Corporation Law of the State of New York, for the on-going future care of the structure, such care to include, but not necessarily confined to, the cleaning of the granite from time to time as is deemed necessary in the judgment of the cemetery. In determining the amount of the Perpetual Care Trust Fund, the Cemetery may rely on the recommendation of an approved qualified Monument Contractor of its choice, who has reviewed the design and plans for the Memorial. Additionally, the amount of the Perpetual Care Trust Fund shall be dictated by the size and design of the structure and materials used, and the prevailing market investment returns to provide income for the future care of the structure. The minimum amounts required by the Cemetery for establishment of a Perpetual Care Trust Fund for prefabricated structures are as follows:

- For private mausoleums: \$20,000 or 10% of the building cost, whichever is greater.
- For sarcophagi: \$10,000 or 10% of the building cost, whichever is greater.

## **ARTICLE XV – GENERAL PROVISIONS**

**Section 1.** The following general Cemetery regulations are applicable to Forest Lawn Cemetery, Lakeside Cemetery, Williamsville Cemetery, St. Matthew's Cemetery, Gethsemane Cemetery, and to all other cemeteries that now or hereafter become part of the Forest Lawn Group Cemetery and Crematory Group:

- a. No landscaping or planting in the ground are allowed within the Cemetery unless a Special

Care Trust maintained by the Cemetery is established and fully funded.

- b. Digging in lawns is not allowed for any reason.
- c. The following items are not allowed in the Cemetery: homemade markers, crosses or similar items, freestanding statues, stones, garden bricks or any kind of edging material, hanging “shepherd hook” flower baskets, and glass or tin containers.
- d. Monument flower saddles are allowed, but must be no wider than the Monument, and limited to 6” in height.
- e. Artificial flowers are allowed at any time subject to the provisions of Articles VI, VI-A and VI-B above.
- f. All decorations must be kept in a pot, urn or on a wire easel.
- g. One pot of flowers, between six and twelve inches (6”-12”) in diameter, is allowed for each grave.
- h. Pots or urns must be placed on the base of a Memorial, or if no base is available, on the ground beside the Memorial.
- i. Concrete type urns are not allowed on flush marker graves. Plants must be in clay or plastic pots.
- j. All dead organic plant material will be removed at the Cemetery’s discretion.
- k. All decorations left at a gravesite are placed there at the lot owner or visitor’s sole risk.
- l. The Cemetery will remove unsightly decorations without notice to the Lot Owner.
- m. The Cemetery is not responsible for any items left at a gravesite.
- n. Throughout the year, any items left on graves will be removed and discarded if, in the Cemetery’s sole judgment, they are not permitted pursuant to these Rules and Regulations, or interfere with proper maintenance of the Cemetery, or are deemed to be a hazard to visitors to the Cemetery, or to Cemetery employees.
- o. All holiday decorations must be removed no later than one week after the holiday if practical due to weather and by the annual spring and fall clean-up dates.

#### **ADDENDUM I – ST. MATTHEW’S CEMETERY**

The following additional regulations apply to the construction, installation, replacement and repair of monuments and flush markers in St. Matthew’s Cemetery:

a. Two or More Graves with Monument Privilege:

1. Maximum Width: Original Cemetery (Sections A through O)
  - i. 2 grave lot: 36"
  - ii. 3 grave lot: 60"
  - iii. 4 grave lot: 72"
2. Maximum Width: All other areas (except St. Mark fountain area)
  - i. 2 grave lot: 48"
  - ii. 3 grave lot: 60"
  - iii. 4 grave lot: 72"
3. For the St. Mark fountain area, check with the Cemetery Office for specifications.
4. Monument Specifications – All areas
  - i. Maximum height of the die may not exceed 6" more than the width of the base.
  - ii. Depth shall not exceed 1'2".
  - iii. No cross shall be wider than the base.
  - iv. All monuments shall be of first-class granite.
5. All monuments on lot sizes not listed above require the review and approval of Cemetery management.
6. Two urns will be allowed with each Monument, except for certain locations in the Gardens of St. Mark and St. Peter. Check with the Cemetery Office regarding these exceptions.
7. Memorials may be placed only by a Qualified Monument Contractor as described in Article XII, Section 1 above, that meets all Cemetery standards, including insurance coverage required in Article XII, Section 1-d above.
8. The Qualified Monument Contractor must complete a St. Matthew's Cemetery foundation order form in its entirety.

b. Single Graves and Cremation Area Graves with Monument Privilege:

1. Monument Specifications:
  - i. Maximum height may not exceed 6" more than the base.
  - ii. Depth shall not exceed 1'2".
  - iii. No cross shall be wider than the base.
  - iv. All monuments shall be of first-class granite.
2. Maximum width of a base is 24".

3. Only one 12" urn is allowed and will be located to the left of the Monument in most cases.
- c. St. Philip Single Graves with Monument Privilege:
1. Barre gray granite.
  2. Die 1'-6" x 0'-6" x 2'-0" Steeled 2, BRP, Serpentine top, straight ends with no taper.
  3. Base 2'-0" x 1'-0" x 0'-6" Steeled top, BRP. Lettering Modified Roman, Condensed Roman or Vermarco.
  4. No other design work allowed with the exception of a plain simple cross, maximum 6" high.
  5. Only one 12" urn is allowed and will be located to the left of the Monument in most cases.
- d. Lawn Level Memorials:
1. All Lawn Level Memorials shall be first quality granite or bronze and be 4" thick.
  2. The lot number shall be engraved in the lower right corner.
  3. Memorials with vase holes are not permitted, except that flower vases which are specifically designed to be stored below ground in a receptacle, that has been approved and installed by the Cemetery, are permitted.
  4. Memorials for single graves and a pair of cremation graves shall be 24" x 12".
  5. Memorials for single cremation graves and baby graves shall be a minimum size of 15" x 10" and a maximum size of 15" x 12".
  6. Memorials for infant graves in the Garden of Angels shall be 24" x 12".
- e. St. Matthew's Cemetery reserves the right to approve all memorials.
- f. All persons engaged in any Memorial setting, engraving or other service on Cemetery grounds must report to the Office before starting any work.
- g. No work is to be done after 4:00 PM.

## **ADDENDUM II – LANCASTER RURAL CEMETERY**

The following additional regulations apply to Lancaster Rural Cemetery:

- a. These Rules and Regulations may be amended by the Buffalo City Cemetery, Inc. Board of Trustees, but no such amendments shall be effective until approved by the New York State Cemetery Board.
- b. All lots in the Lancaster Rural Cemetery are sold in accordance with the provisions of the Law of the State of New York and shall not be used for any other purpose than as a burial place.
- c. All lot owners are required to notify Buffalo City Cemetery, Inc. of any change of address. All required cemetery notices shall be sent to the last recorded address and such notice shall be deemed adequate.
- d. No interment shall be allowed without permission being first obtained from the Buffalo City Cemetery, Inc. Burial-Transit Permit and the Opening Fee must be given to the Superintendent before any interment takes place. The following information must be furnished in addition to the Burial-Transit Permit: Name and Age of deceased, Date of Death, Date of Birth and Place of Birth, if known, Time and Date of Interment. If not an adult, the names of Parents or legal guardians.
- e. Lot owners are prohibited from allowing interments to be made on their lots for compensation.
- f. Interments in a lot are restricted to those entitled to burial therein according to the terms of Section 1512 of the NYS Rules & Regulations of the State Cemetery Board. Permission for those not entitled to burial to said Section must be filed with the Lancaster Rural Cemetery Association by the lot owner(s).
- g. Except as provided for in Section 1513(c) of the NYS Rules & Regulations of the State Cemetery Board, no lot owner may transfer his or her lot(s).
- h. The full purchase price must be paid before a deed will be given or burial allowed on the lot.
- i. In the event that more than one lot is purchased, burial will be allowed on one fully paid for lot. The remaining lot(s) must be paid in full within six months. A deed will be given when the full purchase price is paid.
- j. The interment of two casketed bodies in one grave lot will not be allowed. (That is: no double depth burials allowed.)
- k. Each adult grave may contain four cremated body interments or one full body interment and three cremated body interments. The full body interment must be in a concrete vault or concrete grave liner in all graves purchased after 1/1/1985 in accordance with the provisions

of Cemetery Board Directive 201.6. In the Infant Section, a casket/vault combination is required.

- l. The interment of a cremated body will be permitted only in appropriate rigid receptacles such as wood, metal, plastic, or concrete.
- m. Cremated bodies will not be permitted to be scattered in any part of the cemetery.
- n. Additional charges will be assessed for interments on Saturday, Sunday, and Holidays. These prices are posted in the office. The cemetery will be closed on the following Holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The cemetery will close at noon on the following Holidays: Martin Luther King Day, President's Day, Good Friday and the Vigil of Easter, Columbus Day, Veteran's Day, Christmas Eve, and New Year's Eve and governed by the Cemetery Board directive 201.8 and 201.12.
- o. No vault, crypt, or mausoleum shall be built above ground without the permission of the Board of Trustees and only in such locations as they may approve. No mausoleum will be approved for construction by the Board of Trustees unless sufficient endowment is setup to provide adequate income to maintain the structure.
- p. Rules concerning Columbaria:
  - a. Incising will be in accordance with the general plan of the Columbaria and shall conform to said size and plan.
  - b. The use of any bronze markers is prohibited.
  - c. Size limitations refer to the cremation container sizes permitted in certain niches. The size of a single niche is 12"W x 12"H; a double niche is 12"W x 12"H x 24"L. Only an urn of lesser size may be used. No additional urn or container may be used.
- q. The cemetery reserves the right to remove after due notice to the lot owner any effigy or inscription which in the opinion of the Cemetery Board of Trustees is unsightly or dangerous.
- r. The cemetery IS NOT RESPONSIBLE for any flowers, pots, urns, planters, Shepherd's Hooks and/or any other decorations placed on a grave site.
- s. The cemetery reserves the right to restrict the planting of shrubs and trees. No new in-grounding planting shall be allowed. Shrubs and trees deemed dangerous to the public will be removed after due notice to the lot owner.
- t. The cemetery reserves the right to remove all flowers, wreaths, or other decorations from lots as soon as they become unsightly or if they don't conform to the cemetery rules and regulations.
- u. All flowers, pots, decorations, etc. must be removed by October 15<sup>th</sup> of each year. Winter decorations are allowed only from November 15<sup>th</sup> of each year to April 1<sup>st</sup> of the next year.

- v. Only one flowerpot, not to exceed twelve (12) inches in diameter and one vase for cut flowers set at either or both ends of the grave marker will be allowed. **ONE** Shepherd's Hook may be used per grave site.
- w. The use of glass vases or blocks as receptacles for flowers, either artificial or grown on grave sites is prohibited and they will be removed immediately.
- x. All work done in the cemetery shall be under the control of the Superintendent and/or Board of Trustees.
- y. All foundations will be constructed by the cemetery. Foundations will be poured during the months of June, July, and August, weather-permitting.
- z. No marker or monument will be allowed to be delivered to the cemetery unless the foundation is installed and paid in full. The cemetery Superintendent must be present at the time of setting monuments or placing markers. Regular hours are Monday thru Friday, 8:00 AM to 3:00 PM.
- aa. In the Memorial Section, only flat markers flush with the ground are permitted. The markers may be either granite or bronze. Bronze markers may be centered on a four (4) inch thick granite base if desired. This marker must also be flush with the ground. No markers, granite or bronze can exceed thirteen (13) inches in width, no exceptions.