

RULES AND REGULATIONS GARDEN OF HOPE CEMETERY

For the mutual protection and benefit of lot owners, the following Rules and Regulations have been adopted by Garden of Hope Cemetery. All lot owners and visitors within the Cemetery and all lots sold, shall be subject to said Rules and Regulations and such other Rules and Regulations, amendments or alterations as shall be adopted from time to time.

I. DEFINITIONS

1. The terms lot, plot, or burial place shall be used interchangeably and shall apply with like effect to one or more adjoining lots.
2. The term interment shall mean the permanent disposition of the remains of a deceased person by burial.
3. The term memorial shall include either a monument or marker. A monument is a memorial above ground at the head of the lot, a marker is level with the ground and is placed at the foot of the lot.
4. The term Management shall comprise the persons constituting the Garden of Hope Cemetery Board of Directors.

II. GENERAL RULES

5. Garden of Hope Cemetery is a privately owned cemetery and is operated in accordance with the laws of the State of Minnesota and the rules and discipline of the Evangelical Lutheran Church of America ("ELCA"). Management reserves the right to refuse admission to the Cemetery and to refuse the use of any of the Cemetery's facilities, at any time, to any person or persons whom the Management may deem objectionable to the best interests of the Cemetery.
6. The Garden of Hope Cemetery (here and after called "Cemetery"), is intended for the burial of Christians and members and their families who are entitled to Christian burial according to the rules and discipline of the ELCA.
7. The Cemetery will not be liable for the interment permit, nor the identity of the person sought to be interred.
8. The Cemetery will not be liable for any delay in the interment of a body when a protest to the interment has been made, or where rules or regulations have not been complied with.

III. LOTS AND LOT OWNERS

9. No lot will be sold in common or joint ownership. Title to each lot must be held in one name. All lots must be paid in full at the time of purchase.
10. No easement or right of interment is granted to any plot owner in any road, driveway, or walkway within Garden of Hope Cemetery, but such road, driveway, alley or walkway may be used as a means of access to the owner's cemetery lot or lots.
11. No lot shall be used for any other purpose than for the burial of the human remains.
12. Management disclaims all responsibility for loss or damage from causes beyond its control, and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, explosions, insurrections, war or order of any military or civil authority, whether the damage be direct or collateral other than as herein provided.
13. Lot owners are granted the right of interment in their lot. Management reserves the right to approve or refuse the interment of anyone who was not at the time of death the owner of the lot. Any approval must be in writing and signed by the lot owner and management.
14. If a lot is not used for the remains of a lot owner upon his/her death, the lot shall be conveyed as provided for in the lot owner's Will. If the lot owner's Will does not provide for the conveyance of the lot such lot shall be granted and conveyed by Garden of Hope Cemetery to the decedent's surviving spouse. If there is no surviving spouse, then to the decedent's eldest surviving child; if there is no surviving child, then to the decedent's youngest surviving sibling; if there is no surviving spouse, child or sibling of the decedent, and the lot is not sold during the administration of the decedent's estate, then Garden of Hope Cemetery may convey the lot to any of the decedent's parents, siblings, or descendants as it deems fit. Garden of Hope Cemetery reserves the right to refuse grant of lot as it would have otherwise been allowed to do upon original sale of lot. None of the life contingencies shall exceed 60 years or three generations.

IV. CORRECTION OF ERRORS

15. Management reserves, and shall have the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfers conveyance of any interment property.

V. CARE OF LOTS

16. The Cemetery will give such care as it reasonably can. The care consists of cutting the grass, general preservation of the cemetery grounds and removal of trees, shrubs, decorations or fixtures (permanent or non-permanent) that have been placed there without permission from the Board of Directors.

17. The general care assumed by the Cemetery shall in no case mean maintenance, repair, or replacement of any vase, basket, bench, memorial, flowers or other objects placed upon lots.
18. Maintenance needed on a monument or marker shall be the sole responsibility of the deceased's family. If work is needed and not performed, Garden of Hope Cemetery may order work done, remove the monument or marker, and assess charges against deceased's family after 90 days written notice.

VI. INTERMENTS

19. All lots must be paid in full at the time of purchase. No interment will be made in a lot not fully paid for.
20. The Funeral Director, upon arrival at the Cemetery, must present a burial permit or cremation certificate prior to any interment.
21. Once a casket containing human remains is within the confines of the Cemetery, no funeral director nor his embalmer, assistant, employee or agent shall be permitted to open the casket, or to touch the remains, without the consent of the next of kin or of the legal representative of the deceased, or by an order signed by a court of competent jurisdiction.
22. Disinterment shall not take place until (a) written permission of the lot owner and/or the next of kin is filed with Garden of Hope Cemetery; (b) a permit from the local Health Department is secured and presented; and (c) the required fees paid. This provision does not apply when disinterment is ordered by a duly authorized public authority.
23. No interment of two or more bodies shall be made in one lot, except in the following cases: (a) a parent and child may be buried together in one casket; (b) two infants may be buried in one casket; (c) two urns of ashes may be buried in one lot; or (d) one body and one urn of ashes may be interred in one lot.
24. No interment of a body may be made unless the remains are contained in a casket and vault.
25. The burial of cremated remains must be contained in a vessel and permanent vault. This is subject to the guidelines set forth in Nos. 19, 20, 22 and 23 above.

VII. MEMORIAL WORK

26. At least one (1) lot is necessary for erecting a monument.
27. No memorials may be placed on any lot unless adjoining lots have also been paid in full.

28. Single Lot owner may erect proper memorial work on their respective lots subject to approval of the management. All monuments shall be set on foundations built of concrete no larger than forty two (42") inches in width and flush with the ground. The size of the monument must allow at least three (3") inches of concrete bordering the monument. The monument shall not exceed thirty (30") inches in height.
29. Only one central, or family, monument shall be allowed on adjoining lots, and such monument must have a border base of concrete.
30. All memorials shall be constructed of natural stone. No artificial stone of any kind is permitted.
31. Memorials shall be set on the space designated by the Management.
32. No coping, curbing, fencing, hedging, borders or enclosures of any kind, shall be allowed around any lot(s). No walkways of brick, cinders, tile, terra cotta, sand, cement, gravel, or wood shall be allowed on any lot(s). Management reserves the right to remove the same if so erected, planted or placed. This includes benches, statues, trees and bushes.
33. The size of a monument is governed by the size of the adjoining lots on which it is to be placed, and in no case may the length of the base exceed one-half the width of all adjoining lots. The base may not extend over a lot of another owner.
34. Photograph(s), or reproduction of a photograph(s), maybe be affixed to specific type memorial if prior approval is received from Management.
35. Workmen employed in placing or erecting memorials and other structures, or bringing in materials, shall operate as a independent contractors, but must do so only under permission of Management.
36. No memorials may be delivered or installed between November 1 and April 15, without permission from Management.
37. Management reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations have not been made; when tools and machinery are insufficient or defective; when work is being executed and in such a manner as to threaten life or property; when any reasonable request on the part of the Management is disregarded; when work is not executed according to specifications; or when any person employed on the work violates any rules of Garden of Hope Cemetery.
38. Only one lot marker (foot stone) will be permitted on each lot and (or) adjoining lot(s). All markers must be one piece and set level with the ground.

39. All markers set level with the ground must be at least four(4) but no more than six(6) inches in thickness, with a level or sawed bottom. All lettering or carving on marker must be sunk or incised.
40. Markers must be placed at the end of the lot farthest from the base of the monument, and all inscriptions shall read from the front of the lot.
41. Crosses or other lot markers of wood, iron, cement, or any like material are strictly prohibited, except the standard bronze insignia provided for the graves of veterans.
42. When any memorial work has been set in place that is in accordance with the above rules and regulations, it shall not be removed without due process of law or written permission of the management.

Revised February 4, 2012

Revised February 22, 2016