

**Rules and Regulations  
The Gardens of StoneBank, LLC**

**SECTION I: PURPOSE**

These rules and regulations are designed for the protection of owners of interment rights as a group. They are not intended to restrain, but prevent the inconsiderate from taking unfair advantage of others. Their enforcement will help protect our Cemetery and preserve its beauty. These rules and regulations are hereby adopted as rules and regulations of the Cemetery, and all owners of interment rights, visitors, and contractors performing work within the Cemetery shall be subject to said rules and regulations, amendments or alterations as shall be adopted by the Cemetery from time to time.

**SECTION II: DEFINITIONS**

- Cemetery as herein used shall mean The Gardens of StoneBank, or its assigns.
- Owner shall mean the owner of a right of interment.
- Interment shall mean niche inurnment, crypt entombment, ground burial or other permanent disposition of the remains of a deceased person.
- Memorial shall mean any marker or structure upon any lot, crypt, niche or building placed thereupon for the purpose of identification or memorialization.
- Grave Space shall mean a single interment right within a plotted cemetery lot.
- Cemetery Lot shall mean a designated area within a section set forth and appropriately numbered on the master plat for the cemetery.
- Section shall mean a designated area within the Cemetery appropriately numbered on the master plat of the Cemetery containing within its bounds lots and grave spaces designed.
- Crypt shall mean a repository within the mausoleum or garden mausoleum for entombment of human remains.
- Niche shall mean a repository within the mausoleum or garden mausoleum for the inurnment of cremated remains.
- Lawn Crypt shall mean a repository below ground for the entombment of human remains.
- Urn Garden shall mean a repository below ground for the inurnment of cremated remains.
- Mausoleum shall mean a building which contains crypts and/or niches for the final disposition of human remains.
- Contractor shall mean any person, firm or corporation or anyone engaged in, or performing any work on the Cemetery grounds, other than an employee of the Cemetery.
- Outer Burial Container shall mean a container that surrounds a casket or a cremation urn/vault in order to help prevent the ground from collapsing.
- Certificate of Ownership the document that conveys a right of interment. The term "Cemetery Deed" has been replaced by this term.

**SECTION III: PURCHASE AND OWNERSHIP OF INTERMENT RIGHTS**

1. All agreements for the purchase of interment rights must be on forms approved by the Board of Directors and signed by the authorized representative of the Cemetery. All conditions for the purchase of an interment right must be recited in a purchase agreement. Verbal agreements or representation will not be recognized.
2. A Certificate of Ownership conveying interment right(s) shall be issued after all requirements have been fulfilled. A Certificate of Ownership will NOT be issued for individual spaces sold on an at-need basis.
3. "Owner" means a person named in the records of the cemetery authority who has an ownership interest in a cemetery lot or mausoleum space and right to bury human remains in the cemetery lot or mausoleum space. While any person is buried in a cemetery lot or mausoleum space, the cemetery lot or mausoleum space shall be inalienable, without the consent of the cemetery authority, and on the death of the last owner, full ownership of the cemetery lot or mausoleum space shall descend as follows:
  - a. To the owners surviving spouse or domestic partner (Domestic Partnership, Wisconsin Stat. SS ch. 770.1)
  - b. If there is no living member of the class designated in subd.1, to that owner's children, including by adoption.

- c. If there is no living member of the class designated in subd. 1., 2., to the owner's grandchildren, including by adoption.
- d. If there is no living member of the class designated in subd. 1., 2., or 3., to the cemetery authority in which the cemetery authority in which the cemetery lot or mausoleum space is located.
  - i. A cemetery lot or mausoleum space is not part of a decedent's net estate for purposes of Wisconsin Stat ss.852.01, if ownership of a cemetery lot or mausoleum space descends to the cemetery authority the cemetery shall comply with Wisconsin statute 157.115 for any grave in the cemetery lot or mausoleum space in which human remains are not buried.
  - ii. Any one or more persons may only with the consent of the cemetery authority convey to any other person his or her interest in the cemetery lot or mausoleum space.
  - iii. No human remains may be buried in a cemetery lot or mausoleum space except the human remains of an owner of the cemetery lot or mausoleum space, or a relative, or the spouse of an owner, or his or her relative, except by the consent of a majority of the owners of the lot or mausoleum space.
  - iv. The cemetery authority shall be held harmless for any decision made by a majority of the owners of the cemetery lot or mausoleum space.
  - v. The Gardens of StoneBank follows the requirements of Wisconsin Stat. S.S. 157.10. Refer to that chapter for complete language.

#### **SECTION IV: TRANSFER AND ASSIGNMENT OF INTERMENT RIGHTS**

1. The sale or transfer of any interment right by any owner shall not be binding upon the Cemetery unless same shall first be duly approved in writing on approved Cemetery forms by the properly authorized officers of the Cemetery. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all owners and purchasers.
2. All transfers shall be on approved Cemetery forms duly filed with the Cemetery after approval of all parties concerned. The Cemetery may refuse consent to a transfer or to an assignment as long as there is any indebtedness due to the Cemetery. All transfers of ownership or assignments shall be subject to an administrative fee, which must be paid to the Cemetery when the transfer or assignment is filed. An endowed care fee will be assessed to the new owners on a transfer if the new owner is not related as the parent, child, grandchild, brother or sister. The Cemetery will not accept a transfer of an interment space after interment of original purchaser(s) unless it follows the proper order of descending as spelled out in Wisconsin Statute 157.10. Refer to that chapter for complete language.

#### **SECTION V: SUPERVISION OF CEMETERY**

1. The Cemetery Administration Office located in Hartland, Wisconsin shall be open during times designated by the Cemetery Board of Directors.
2. The Cemetery shall maintain a fund, to be held by a trust company licensed by the State of Wisconsin, which is intended to provide funds for the care and maintenance of the cemetery grounds, buildings and features. The Cemetery will contribute an amount equal to or greater than required by Wisconsin State law on sale of a burial right. In addition, the Cemetery shall contribute an amount, determined from time to time by the Cemetery Board of Directors, for each memorial installed on the grounds.
3. The Cemetery shall take reasonable precaution to protect Owners, and the property rights of Owners within the Cemetery from loss or damage; but it distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than herein provided.
4. The Cemetery reserves, and shall have, the right to correct any errors that may be made by it, including, but not limited to making interments, disinterments, removals, memorial inscriptions, transfers, or conveyances.
5. The right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the location of or any part thereof or remove or regrade roads, drives, and walks, is hereby expressly reserved. The right to lay, maintain, and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, lakes, etc. is also expressly reserved, as well as is the right to use Cemetery property, not sold to individual owners, for Cemetery purposes. The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over all lots.
6. All grading, road work, landscape work, and improvements of any kind, and all care of property and buildings, shall be done by the Cemetery or its contractors. All trees, shrubs, and plants of any kind shall be planted, trimmed, cut or removed by the Cemetery or its contractors. All interments, disinterments, and removals shall be made by the Cemetery or its contractors.

7. If any tree, shrub or plant standing upon any lot, by means of its roots, branches, or otherwise, be or become detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the Cemetery shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in their judgment seems best. No tree shall be removed for the purpose of interment unless an official of the Cemetery deems such removal in the best interest of the Cemetery lot owners.
8. It is the right of the Cemetery to regulate the restrictions of each section as to planting privileges and the size and types of memorials.
9. If any memorial or inscription thereon shall be determined by the Cemetery to be offensive, it shall have the right to remove, change or correct the offensive or improper object or objects. Should such action be required, the Cemetery may charge the current lot owner the cost of restoration and/or removal.
10. The Cemetery may set and charge fees for any service it provides including, but not limited to researching lot owner records, providing interment site locations, recording service requests, and for providing services not included under normal care.
11. No cameras, photography or other recording devices are permitted to be used on cemetery property without the express, written consent of an authorized representative of the Cemetery. Video recordings of interment procedures are also prohibited.
12. It is the duty of the property owner to notify the Cemetery of any changes due to marriage, divorce, change in heirship or change in mailing address. The Cemetery shall be deemed to have fulfilled any and all legal obligations it may have to property owners by mailing any legal notices to the last address of record provided to the Cemetery by the property owner.
13. Solicitation by outside vendors on cemetery property is strictly prohibited. No signs, notices or advertising may be placed on Cemetery grounds or buildings without the express, written consent of authorized cemetery personnel. The Cemetery may remove any unauthorized advertising without liability.

#### **SECTION VI: INTERMENTS AND DISINTERMENTS**

1. No interment or disinterment shall be made unless all charges, fees and assessments on the lot have been paid. Interment or disinterment charges are due and payable in advance of burial or removal.
2. No interment shall be made without the authorized cemetery forms (Interment Authorization) are signed by the responsible party/property owner at the Cemetery's office. No disinterments shall be made without the authorized cemetery forms (Interment Authorization) signed by the responsible party/property owner and completion of any other permits required by law.
3. All Interment Authorizations must be reviewed and signed by the responsible party/property owner no less than eight (8) regular working hours before arrival time. Monday interments not arranged with the Cemetery before 12:00 P.M. on the preceding Friday will be assessed an overtime charge. Sunday or specified holiday funerals will not be permitted. Exceptions to this rule may be made when so ordered by an authorized representative of the cemetery.
4. Interment location must be authorized by the lot owner or responsible party on the Interment Authorization. This Interment Authorization shall be kept as part of the Cemetery's permanent records.
5. After entering the gates, funeral shall be subject to the direction of the Officers or authorized employees of the Cemetery.
6. Each interment space is purchased with the intent of one (1) interment. If appropriate, a right of second interment may be allowed by an authorized representative of the Cemetery after payment of required fee.
7. All interments will be witnessed and documented by an authorized representative of the Cemetery.
8. When a removal is to be made from an indigent grave to another grave, the formerly occupied grave space and all rights therein revert to the Cemetery. If no metal or concrete vault had been used for the original interment, one must be furnished for the next interment.
9. Application for a disinterment permit must be authorized by the person(s) originally authorizing the interment, by the responsible representative and by interested parties to the deceased or by a court order. If disinterments are being conducted for reasons which the Cemetery does not feel is appropriate, a court order will be required. All interments and disinterments are subject to appropriate civil authority and the Cemetery Board of Directors.
10. Interments and disinterments may only be performed by Cemetery personnel or their authorized representative. The Cemetery shall not be responsible for any damage or loss that may occur as the result of a disinterment.
11. Ground interments are required to use an outer burial container manufactured from concrete or metal. Containers must be manufactured to withstand normal weight loads of a cemetery and resistant to damage which may be caused by cemetery equipment. Interment of cremated remains must also be in an outer burial container if future recovery is potentially desired. All outer burial containers must have a permanently attached identification tag on the exterior of the container that indicates the name of the deceased.

12. The scattering of cremated remains on the surface of the ground is not permitted anywhere in the cemetery. All cremation burials are required to be placed in a cremation burial vault. The only exception is if the authorized party agrees the remains are not to be recovered at a future date, then a biodegradable cremation urn may be used without a vault. Should this type of burial be requested, the Cemetery shall be held harmless for all such actions. Only cemetery personnel are permitted to inter cremated remains.
13. The Cemetery may restrict who may be in attendance to witness an interment or disinterment. The Cemetery has the right to agree upon the party or parties who will represent the property owner or his/her/their representative in witnessing an interment or disinterment.
14. All work or other activity in the immediate vicinity of a funeral or other service must cease until the service has concluded.

## **SECTION VII: GROUNDS**

1. No person shall be permitted to enter or leave the Cemetery except through public gates, which will be open during such hours as are specified and posted by an authorized representative of the Cemetery. Entering the cemetery is at the risk of the individual and is considered trespassing after dusk through dawn.
2. All persons entering upon the Cemetery grounds shall conduct themselves with proper decorum. Cemetery management may remove any person from its grounds.
3. Cut or artificial flowers are permitted when placed in an approved flush type vase or monument vase within or immediately next to the memorial. Approved flush type vases include bronze vases installed into a granite or concrete base. Approved monument vases include granite or bronze vases which are permanently affixed to monument bases.
4. Only granite urn pots are allowed to be added to family estates provided they are placed on concrete or granite foundations. No shepherd's hooks, glass jars, prong type vases, bottles, tin cans, crockery, or earthenware pots are permitted. Monument saddles are allowed.
5. Natural wreaths and boxes will be permitted as a grave decoration only during the non-growing season. Grave blankets are prohibited and will be removed by cemetery personnel at the lot owner's expense.
6. No planting will be permitted in the areas of the cemetery which have been restricted to flush memorials, slant memorials or bevel memorials. Planting will be allowed around the base of family monuments, within 10" of the monument with permission. Exceptions to this will be permitted with management approval only.
7. All vase units shall be turned down into the ground by October 15<sup>th</sup>, and all decorations shall be removed. The management assumes no responsibility for vase units that are set above the ground during the winter months. All decorations that accumulate over the winter shall be removed and disposed of prior to April 15<sup>th</sup>. Vases can be turned up again after the entire park has been cleared of winter decorations.
8. Any planting, decoration, or other object, or objects placed on or about a grave or lot shall be removed, when in the judgment of management such action is warranted.
9. All graves that become neglected and landscaped graves that have become overgrown will be refurbished by the Cemetery, and the lot owner will be responsible for the cost.
10. No enclosure of any kind, such as a fence, coping, hedge, or ditch, shall be permitted around any grave or lot. Grave mounds are not allowed, and no lot shall be raised above the established grade.
11. The Cemetery is not responsible for the theft or damage to anything placed on the graves, crypts, niches or other property.
12. No automobile shall be driven in the Cemetery at a speed greater than 15 m.p.h.; all vehicles and motorized equipment shall be restricted to the cemetery roads and shall drive on the right side. No undue noise shall be permitted in operating a vehicle through the Cemetery, and only licensed drivers may operate vehicles within the Cemetery grounds. Vehicles with a gross weight of 15,000 lbs. or more are not permitted on cemetery roads.
13. The Cemetery reserves the right to exclude any or all vehicles from the property when it is deemed necessary for the safety of public or private protection. The Cemetery also reserves the right to prohibit any vehicle, which might in any way damage cemetery property, from entry into the cemetery.
14. Dogs and other domestic animals will not be allowed in the cemetery unless leashed and properly restrained. Animal owners are required to clean any messes created by their pet.
15. No drinking, picnicking, swimming, skating, hunting, fishing, trapping or participation in any sporting event or game activities shall be permitted within the cemetery grounds.
16. All persons are strictly prohibited from picking flowers, removing turf, trees or shrubs, or in any way altering or marking any property within the cemetery not specifically belonging to them, or in any way defacing the cemetery grounds.

17. No money shall be paid to the attendants on the grounds. The entire time of the persons regularly employed on the grounds belongs to the Cemetery. Visitors and Owners must not otherwise engage them. All orders, inquiries and complaints must be registered at the cemetery office.
18. All persons are reminded that the grounds are sacredly devoted to the burial of the dead and that the provisions and penalties of the law will be strictly enforced in all cases of wanton injury, disturbance or disregard of the rules.

#### **SECTION VIII: MEMORIALS**

1. A compliant memorial must be installed within one (1) year of interment or proof must be shown that payments are being made towards such a memorial.
2. All agreements for the acceptance of a memorial must be on forms approved by the Board of Directors. All terms and conditions for the purchase of a memorial must be recited in the purchase agreement; verbal agreements or oral representations will not be recognized.
3. Due to regulations and restrictions pertaining to the different sections and types and sizes of memorial permitted, all memorials to be installed in the cemetery must receive prior written approval of an authorized cemetery representative. Rules governing memorials are strictly adhered to. (Please refer to The Gardens of StoneBank's Rules and Regulations Regarding Installation and Modification of Foundations and Memorials for a complete set of Regulations.)
4. The Cemetery shall charge a fee for care of the property around the memorial. Said fee to be paid before the memorial is installed; upon receipt, said fee to be placed in Cemetery's Endowment Care Trust.
5. The Management reserves the right to reject all work which, on account of design, workmanship, material or faults of any kind, is in its opinion unsatisfactory.
6. All foundations of any kind shall be installed or inspected and approved by authorized person(s) of the cemetery. The charges shall be uniform and reasonable and payable in advance. The Cemetery will charge to locate the proper placement of the memorial, for record keeping and for inspection when a memorial is installed by an outside vendor.
7. Granite is the only type of stone permitted for use in flush markers, monuments and benches.
8. No memorial or family monument shall be brought into the Cemetery without a memorial application signed by the lot owner and approved by the authorized representative of the Cemetery. All appropriate fees must be submitted with the memorial application before the memorial may be delivered. The Cemetery has the right to remove a memorial after it has been set if any fees are owed on the property or if an account is not paid in full according to a written agreement. The Cemetery may assess the lot owner for the cost of removal.
9. All spaces and second rights of interment fees where the memorial will be installed must be paid in full prior to the approval of an application.
10. The size of the family monument is to be governed according to the length of the face of the memorial to the size of the lot. The length of the memorial, when centered on the lot, must be 18" from the lot line. An upright monument requires the purchase of a minimum of two grave spaces. Special exceptions will apply to certain specified private estate monument areas.
11. Granite, bases, flush memorials, and vase bases are to have polished top. Bottom and sides must be SAWN. A minimum of four (4) inch thickness is required for all flush granite memorials and bronze bases.
12. It is preferred the die of each monument be polished or all-steeled. The top of the base shall be polished or steeled; the sides of the base shall be rock-edged. Benches with two (2) supports as legs are not allowed – the base shall be of one continuous support. The base shall not be less than six (6) inches thick.
13. The Cemetery shall establish and maintain rules for installation of memorials. The Cemetery and outside vendors are obligated to comply with said rules. A copy of rules regarding installation of memorials shall be available for inspection in the cemetery administrative office.
14. No memorials shall be delivered or installed by outside vendors from November 1 to April 1. The Cemetery has the right not to accept any foundation work or memorial orders during the month of May.
15. All memorials on a lot under one owner must be uniform unless otherwise approved beforehand by an authorized officer of the Cemetery.
16. Upright memorials furnished by the government are not permitted. The Cemetery will not approve orders for government markers until a foundation agreement has been signed and paid for by the next of kin of the deceased veteran.
17. Flush infant memorials shall not be less than 6" x 6" or more than 24" x 12". No flush adult "individual" memorial shall be less than 20" x 10" or more than 36" x 16". Companion memorials shall be no less than 36" x 12", but not larger than 60" x 20". No flush triple memorial shall be less than 42" x 12" or greater than 60" x 20". Double interment

memorials shall be no less than 16" x 24" and shall only be used on one space. Full and half ledgers may only be permitted by an authorized representative of the Cemetery. The length of any tablet shall not be less than 36" and height shall not be less than 24"

18. Individual bevel memorials shall not be less than 24" x 12" x 6" or larger than 24" x 12" x 8". Companion bevel memorials shall not be less than 30" x 12" x 6" or larger than 42" x 12" x 8".
19. Individual slant memorials shall not be less than 24" x 10" x 16". Companion slant memorials shall not be less than 36" x 10" x 16" or larger than 42" x 10" x 16".
20. The length of the memorial and base of a slant or bevel memorial (if applicable), when centered on the lot, must be at least 6" from the lot line on each end.
21. The total height of the monument cannot exceed 48" when being installed on two (2) spaces. Monuments which exceed 48" are only allowed with a minimum of six (6) spaces with an equal amount of spaces on each side of the monument.
22. No more than three interments shall be identified on any flush memorial.
23. Only bronze or granite vases are permitted.
24. Permanently etched or sandblasted portraits are the only pictures allowed on a flush granite memorial, bench or upright granite monument. Etched photos must be on black granite. Cameo photos or ceramic photos are not permitted. Only approved all bronze medallions which are drilled into the granite are allowed on upright monuments. Only bas-relief, etched or cast bronze will be allowed on flush memorials.
25. No colored lithochrome in etchings or lettering is permitted.
26. Memorials may not be of a style or include lettering or designs that may be considered offensive. The cemetery reserves the right to reject any memorial and/or design which in its opinion, is not keeping with dignified memorialization practices.
27. All monuments, markers and memorials that do not conform to the rules and regulations in sections in which they are placed will be removed by cemetery personnel; the cemetery may charge the lot owner for any work it performs.
28. The Management reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations have not been made, when tools or equipment are insufficient or defective, when work is being executed in such a manner as to threaten life or property, when the contractor has been guilty of misrepresentation, when any reasonable request on the part of the Management has been disregarded, when work is not being executed according to approved specifications, or when any person employed on the work violates any rule of the Cemetery.

#### **SECTION X: MODIFICATIONS AND AMENDMENTS**

1. The Cemetery may, and it hereby expressly reserves the right, at any time, with or without notice to owners, to adopt new rules and regulations, to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these Rules and Regulations.
2. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable; and such temporary exceptions or modifications shall in no way be construed as affecting the general application of such.