



# **Greenlawn Cemetery Rules & Regulations**

**Afton, Iowa**

**Readopted  
Rules and Regulations  
Of  
Greenlawn Cemetery  
Afton, Iowa  
2009**



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# Section I. Purpose

These rules and regulations are designed for the protection of owners of interment rights as a group. They are intended, not as restraining, but rather, as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will protect your cemetery and create and preserve its beauty. All owners of lots, owners of interment rights, visitors and contractors performing work within the cemetery shall be subject to these rules and regulations and any amendments which may be made from time to time.

## Section II. General Rules

### A. Noise restricted

Persons within the cemetery shall at all times maintain decorum of speech and action, including avoidance of loud talking or other noise within earshot of graveside ceremonies, if not part of the group participating in the ceremonies and workers shall suspend their work when near such ceremonies.

### B. Hours

Greenlawn Cemetery will be open to the public from sun up to sunset, and no person shall be in the cemetery after those hours unless otherwise authorized by the caretaker.

### C. Speed of vehicle

No person shall drive any vehicle faster than 5 miles an hour or in a careless manner upon the cemetery roads nor drive anywhere except upon such roads unless authorized by the caretaker.

### D. Walking on graves restricted

Persons shall walk only on roads and walkways or footpaths except when absolutely necessary for maintenance of gravesites, inspection of plots, installation of markers, decoration of graves, or attendance of graveside services.

**E. Defacing**

No person shall deface or otherwise damage any marker, headstone, monument, cemetery fence, or other cemetery structure.

**F. Removal of plants and decorations restricted**

No person except an authorized cemetery employee shall cut, remove, or carry away any flowers, trees, shrubs, plants, or vines from any lot. However, the owner of a lot may remove and carry away any flowers, plants or vines that they have placed upon said lot. No person other than the owner of the lot or cemetery employees in the performance of their duties shall remove, carry away, or destroy any vases, flower pots, urns, or other objects which have been placed upon any lot.

**G. Food and beverages prohibited**

No person may consume or possess food, refreshments, liquors, or beverages of any kind on the cemetery grounds.

**H. Animals at large prohibited**

No person shall allow any dog or other animal belonging to them or under their control to run at large in the city cemetery or any part of it.

**I. Firearms restricted**

No person other than law enforcement officers and persons engaged in military funerals or like ceremonies whose functions require the carrying of firearms may carry any firearm in or upon the city cemetery grounds.

**J. Refuse**

All persons using the cemetery grounds shall deposit their rubbish and trash in the receptacles placed in the cemetery for that purpose.

**K. Soliciting of bereaved prohibited**

Approaching the bereaved for purposes of soliciting business within the cemetery is prohibited.

## **Section III. Burials**

### **A. Funerals and related services**

All funerals and related services while within the cemetery shall be under the control of the caretaker or one of his or her assistants.

### **B. Graves, digging, and vaults**

All grave openings shall be done by caretaker employed by the cemetery board, and no filling, boxing, mounding, or other work upon single graves or lot graves shall be done except by such employees. However, this shall not prevent others from laying sod on graves. All interments shall be in a vault of concrete, stone, metal, or fiberglass of good quality. The use of wooden boxes is prohibited. All ash remains must either be in a container and covered with concrete, or in an approved ash vault.

### **C. Slabs and surface vaults prohibited**

Slabs of any kind will not be permitted as covering for graves, nor will surface vaults be permitted.

### **D. Interment restricted**

No interment of any body other than a human being shall be permitted or made in the cemetery, nor shall more than one body burial be allowed per grave space. However, a parent and infant child may be buried in the same grave, and up to two ash burials only will be allowed per grave space, or two ash burials above one body burial.

### **E. Arrangements for interments**

Arrangements for interments shall be made by the owner of the burial space, by a member or members of the family acting and authorized by law to act for the owner, or by an authorized undertaker or other authorized agent of the owner.

### **F. Notice of interment**

Notice of interment must be given to the caretaker at least thirty-six

(36) hours in advance of burial, unless the ground is frozen, and in that event, forty-eight (48) hours notice shall be given in advance of burial. The caretaker must be present at all interments and shall have full charge of opening, closing, and sodding or seeding of all graves, although this shall not prevent others from laying sod on or seeding graves.

**G. Delay in interment**

Neither the city nor the cemetery board shall in any manner be liable for any delay in interment of a body where a protest to the interment has been made or where the rules and regulations of the cemetery have not been satisfied. Neither the city nor the cemetery board shall be under any duty to recognize any protest of interment unless it is in writing and filed at Afton City Hall. Neither the city nor the cemetery board shall be responsible for errors resulting from orders or instructions given by telephone, and the city, cemetery board, or cemetery caretaker may require such order to be in writing before finalizing any action.

**H. Liability for identification disclaimed**

Neither the city nor the cemetery board shall be liable for the identity of the body sought to be interred.

**I. Disinterments**

Disinterments shall be governed by all of the foregoing rules of this section.

**J. Liability during disinterment disclaimed**

Cemetery employees shall exercise reasonable care in making a removal, but neither they, the city, nor the cemetery board shall assume any liability for damages to any casket or burial case or urn incurred in making the removal.

**K. Dilapidated vaults, tombs and mausoleums**

If any vault, tomb, mausoleum or like structure in which bodies are entombed in the cemetery shall fall into a state of dilapidation or decay, or shall be determined by the cemetery board to be offensive or in any way injurious to the appearance of the cemetery, and no adequate provisions having been made by the owner for repair and preservations of such

structure, the cemetery board shall have the right to remove the offensive or objectionable structure, and to inter any body or bodies contained therein in the earth on the lot on which such structure was located, maintaining such lot thereafter in good and similar condition as done with other lots in the cemetery.

## **Section IV Markers and Monuments**

### **A. Definition of terms**

The terms markers, monuments, or memorials shall all have the same meaning and refer to one and the same whenever used in these rules and regulations.

### **B. Type and quality of monuments**

Monuments shall consist of either marble, granite or bronze and shall be of recognized grade and shall contain no discoloration, flaws or weak spots. Use of any other material must first be approved by the board of trustees.

### **C. Foundations for low profile markers, monuments or memorials**

All markers, monuments, or memorials not exceeding four (4) inches in height above the surface of the ground shall be secured to a foundation that extends not more than five (5) inches or less than two (2) inches from each side thereof and is at least six (6) inches in depth below the surface of the ground.

### **D. Foundations for all other markers, monuments or memorials**

All markers, monuments, or memorials higher than four (4) inches but not more than three (3) feet above the surface of the ground shall be placed on a foundation that is three (3) feet in depth below the surface of the ground and consists of poured concrete of not less than four (4) parts sand to one (1) part cement. No filler rock shall be used. Concrete must be thoroughly mixed before being poured. If the marker, monument, or memorial extends more than three (3) feet above the surface of the ground, the depth of the foundation shall be equal to its height above the surface of the ground.

## **E. Monument locations**

Only one grave memorial will be permitted on one grave space. No memorial may be set to embrace two or more grave spaces except a companion or a family memorial. All memorials shall be set on uniform lines as prescribed by the caretaker to conform to the general plan of the cemetery.

*Exception to rule:* Government issued military plaques will be allowed, in addition to standard monuments. Plaques must be no more than 5" x 8" and must have the required base extending no more than 1" larger than the plaque on all sides. The plaque must be placed at the head-side, and adjacent to the current monument.

## **F. Placement of monument subject to payment of charges**

No memorial shall be placed on a lot or grave space until all charges against the lot or grave space have been paid to date.

## **G. Restricted areas**

All markers, monuments, or memorials, for lots or grave spaces located in garden or no monument sections shall be restricted and limited to flat bronze, granite or marble markers, monuments, or memorials which do not extend more than four (4) inches above the ground surface and are not larger than fourteen (14) inches wide by forty-four (44) inches long.

## **H. Vase receptacles**

All vase receptacles that are included as a part of a marker or memorial shall be constructed with a drain.

## **I. Independent sellers and installers of memorials and monuments**

### *1. Standard of performance*

Employees of a seller/installer of memorials or monuments shall be expected to provide a level of installation service and performance not less than that of the staff of the cemetery.



## 2. *Damages*

The seller/installer of memorials and monuments will be responsible to the cemetery for any actions committed which cause damage to the cemetery grounds, including roadways, other than normal use.

## 3. *Installation*

All work in connection with the preparation and installation of a memorial or the cutting of an inscription on a memorial will cease while a funeral is in progress or a committal service is being conducted.

## 4. *Hours for installation*

All installation work and the cutting of inscriptions will be done between 9:00 a.m. and 5:00 p.m. Monday through Friday or at such other times as may be arranged with the permission of the caretaker.

## 5. *Guarantee*

If the seller/installer of a memorial or monument should sell and install a memorial or monument that is not in accordance with these rules and regulations, the seller/installer must remove the memorial or monument at the seller's expense and shall pay any reasonable expenses incurred by the cemetery in connection with the removal. Further, any marker or monument which shows deterioration within 5 years from date of erection shall be replaced without cost by the seller/installer. Failure to do so will result in the seller/installer being prohibited from placing further monuments in the cemetery.

## 6. *Right to purchase memorial*

The lot owner and his or her agent, next of kin, or personal representative shall have the right to purchase a memorial or monument or installation service from any seller/installer of memorials or monuments provided that the memorial or monument and installation are in accordance with these rules and regulations.

7. *Determination of authority*

The caretaker is entitled to determine that the person ordering the memorial or monument and installation service is authorized to do so, to the extent that this may be determined by the records the cemetery has available.

8. *Authorization for installation of memorial*

The seller/installer of memorials or monuments may be authorized by the lot purchaser or their agent, next of kin, or personal representative to perform all necessary work related to preparation and installation of the memorial.

9. *Location of grave*

The caretaker shall provide lot owners, their next of kin, their families, and their agents or personal representatives, including seller/installers of memorials or monuments, the locations of graves and any other information from cemetery records without charge.

10. *Advance notice of installation required*

The seller/installer of memorials and monuments, acting on behalf of the memorial purchaser, shall give seven (7) days prior written notice, or such lesser notice as the caretaker will accept, to the caretaker of any installation the seller/installer intends to make in the cemetery, for the cemetery's administrative needs. This notice shall contain the full name, address, and relationship of the memorial purchaser to the decedent for whom the memorial is being installed. The written notice must also contain the type and size of memorial, the material (such as granite, marble, or bronze) the full name and dates of the person interred in the grave, and the lot number and section where the grave is located.

11. *Notice by cemetery*

The caretaker or secretary of the cemetery board will notify the seller/installer within two working days if any errors are contained in the written notice of installation required above.

## **H. Installation performance**

### *1. Sod and dirt to be removed*

All sod and dirt removed during excavation for the installation of a memorial or monument will be carefully removed, and none will be left on the cemetery lot except that needed to fill the space between the memorial and the adjacent lawn unless permission is otherwise obtained from the caretaker.

### *2. Transportation of memorial or monument*

The memorial or monument will be transported to the cemetery lot in a manner which will not cause damage to the cemetery lawn.

### *3. Restoration of surface*

The seller/installer of a memorial or monument will carefully fill any area around the memorial or monument with top soil or sand in accordance with the instructions of the caretaker.

### *4. Removal of equipment and debris*

The seller/installer of any memorial or monument will remove all equipment and any type of debris which may have accumulated in the process of installing a memorial or monument.

### *5. Adjacent monuments to be cleaned*

The seller/installer of any memorial or monument will also check if adjacent memorials have become soiled or dirty in the process of installing a memorial or monument, and if so, the seller/installer will clean such adjacent memorial or monument.

### *6. Reports of damage*

If the seller/installer accidentally damages any cemetery property, the seller/installer shall repair such damage as soon as possible and notify the caretaker or the City of Afton of the property damage and what was done to correct or repair such damage.

## 7. *Completion of installation*

When the seller/installer has completed the installation all memorials that are planned for installation on a particular day, the seller/installer must notify the caretaker of the completion of such work for that day.

## 8. *Inspection by caretaker*

Following receipt of notice by seller/installer that the installation work is completed, the caretaker may, but is not required, to inspect the completed installation. The charge, if any, to the seller/installer or memorial or monument purchaser for such inspection shall not exceed the caretaker's hourly rate of pay for the time expended.

## 9. *Notice of defective installation or damage*

If the caretaker believes a memorial or monument has not been installed properly or that the seller/installer has damaged the cemetery grounds or property, the caretaker, cemetery board or City of Afton must, within 30 days notify the seller/installer in writing of such errors.

## 10. *Removal of debris and equipment*

If the caretaker finds any debris, equipment or other undesirable items that the seller/installer has left in the cemetery, the caretaker shall call the seller/installer within seven (7) days, and the seller/installer will then be required to remove such items.

## 11. *Faulty installation*

If a memorial or monument sinks, tilts, or becomes misaligned within twelve (12) months and the caretaker believes this is due to faulty installation, the seller/installer shall be notified in writing thereof so the problem can be corrected. However, the seller/installer will not be responsible if the damage is caused by the cemetery, including but not limited to, running a backhoe over the material, carrying the vault or other heavy equipment, or opening or closing a grave adjacent to the memorial or monument.

## 12. *Arbitration*

If the caretaker believes in good faith that the seller/installer has not followed these rules and regulations and if the seller/installer refuses to correct the errors after being notified of same in writing by the caretaker, the caretaker and the seller/installer will resolve the dispute by binding arbitration. The caretaker and the seller/installer will each select an arbitrator and such arbitrators will then select a third arbitrator. These three will then comprise the arbitration panel.

- a. The arbitration panel will use the cemetery's lawfully adopted specifications, and, in the presence of the two parties (if they so desire), shall inspect the installation which is in question. In addition, the three arbitrators shall inspect a sample of not less than three (3) and not more than twelve (12) memorials or monuments which has recently been installed at the cemetery and accepted as correct and compare them with the specifications.
- b. The arbitrators shall decide if the disputed memorial was installed by the seller/installer in accordance with the cemetery's written instructions, and whether the installation is at least equivalent to the other sample installations. The arbitrator shall also decide whether the installation may be repaired, and at whose expense.
- c. The caretaker and seller/installer of memorials agree to abide by the decision of the arbitrators and judgment upon the award may be entered in any state court having jurisdiction.
- d. In addition to agreeing to abide by the arbitrators' decision, both parties agree that the losing party will pay all of the expenses of the arbitrators for arbitrating the dispute.
- e. If the arbitrators' decision is in favor of the caretaker, the seller/installer of the memorial, in addition to paying the costs of the arbitration, will also then correct the installation of the memorial at the seller/installer's expense.

## **Section V. Decorations**

### **A. Plants restricted**

1. No new permanent plantings shall be allowed in any section of the cemetery.
2. *Flowers and artificial decorations*

Unplanted flowers and artificial decorations may be permitted on any grave. However, these may be removed at the direction of the caretaker, at such times as may be determined, following published notice at least ten (10) days in advance, giving lot owners or other persons placing flowers or artificial decorations on the lot this time to remove same.

### **B. Objects prohibited on graves**

Lot owners and others are prohibited from placing on lots or graves any toys, cases, boxes, globes, shelves, cans, jugs, bottles, bric-a-brac of every description, wooden benches, chairs, settees, headboards or wooden articles of any kind. Any such articles found on the cemetery grounds may be removed by the caretaker.

### **C. Enclosures**

No enclosure of any kind, such as a fence, coping, hedge, or ditch shall be permitted around any grave or lot and the cemetery board shall have the right to remove any existing enclosure.

## **Section VI. General Charges**

The cemetery board shall set, from time to time, charges for burial permits, grave digging, filling, protective tent rent, casket-lowering machine rent, concrete vaults, marker or monument bases, or other services.

# **Section VII. Sale of Lots and Perpetual Care**

## **A. Deed**

Purchasers of burial space in the city cemetery, whether by lots or by parts thereof, shall be entitled upon payment of the full purchase price, to a deed for the space purchased. The deed will be signed by a representative of the City of Afton. A deed will specify that it vests in the purchaser, the heirs, or the assigns of the purchaser, a right in fee simple to the lots, lot, or part thereof for the sole purpose of burial alone, for human bodies only, subject to the rules and regulations and ordinances governing the cemetery as they exist at the time of the interment, and subject to the reservation of control by the cemetery board of such lots, lot, or part of lots to maintain the cemetery in proper order. No deed shall be delivered until the purchaser has made final payment of the full purchase price, plus the payment required for perpetual care.

## **B. Reversion to city**

Any unoccupied lot will be presumed abandoned under the conditions specified by state law for reversion. The cemetery board may sell such reverted lot, and the proceeds shall be deposited in the perpetual care fund to provide for the care of any occupied area of the reverted property or if none of the lot is occupied, the proceeds from the sale portion may be invested, and the interest thereon be used wherever deemed useful for the care of the cemetery.

## **C. Selling price of lots**

The cemetery board shall, from time to time, as conditions require, establish the selling price for the conveyance of a deed for lots which shall be based on the size and location of each lot. The price shall include a portion for the perpetual care charge as established by the cemetery board. The portion of the sale proceeds attributable to perpetual care shall be deposited in the perpetual care fund, and the remainder of the sale proceeds shall be deposited in the general fund. The prices may be increased and the proportion for perpetual care changed when the cemetery board finds that the needs of the cemetery so require.

#### **D. Correction of errors**

The cemetery board reserves the right to correct any errors that may be made in marking either interments, disinterments, or removals, or in the description, transfer, or conveyance of any interment property, either by cancelling such conveyance and substituting and conveying in lieu thereof any interment property of equal value and similar location as far as possible, or as may be selected by the cemetery board or in the sole discretion of the cemetery board, by refunding the amount of money paid on account of such purchase. In the event such error shall involve the interment of the remains of any person in such property, the cemetery board reserves the right to remove and transfer such remains to such other property of equal value and similar location as far as reasonably possible may be substituted and conveyed in lieu thereof.

#### **E. Long term care of lots**

The purchase price of a lot shall include a portion to be designated as the perpetual care charge. The City of Afton shall deposit this amount of the purchase price into a cemetery perpetual care fund. The cemetery board, may accept gifts or donations of land, money or investment assets to be placed to the credit of the perpetual care fund. The assets of the perpetual care fund shall be invested by the City of Afton as may be permitted by state law for municipal cemetery investments. The City of Afton shall use the income from such investments in caring for the property of the donor, or as provided in the terms of such gift or donation. Nothing herein required shall be construed as destroying any vested right as to investments heretofore made prior to the date that the city acquired title to the cemetery or said funds, but such investments may be continued until their maturity and then reinvested according to the provisions of this section.

## **Section VIII. Records**

#### **A. Lot record**

The cemetery board shall cause to be maintained a lot record and each lot record which shall contain the following information: lot and location; owner and address of owner; grave space; deceased persons who



are buried there; and date of burial. In addition, a separate listing of all lot owners shall be maintained. Also, the cemetery board shall cause to be maintained a map of lots although the owner's name need not be shown thereon, and any other records required by law to be maintained.

**B. Interment register**

The cemetery board shall also cause to be maintained an interment register which shows a record of all interments to the extent possible. This shall be in book form, and shall to the extent possible, provide the recording of each burial, the date of interment, the deceased's full name, place of death, name of funeral director, lot, space where buried, and location of grave.

## **Section IX. Liability Restricted**

The city and the cemetery board shall take reasonable precautions to protect lot owners and the property rights of each lot owner within the cemetery from loss or damage, but neither shall be liable for loss or damage beyond their control, and particularly, for damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable civil authority, whether the damage be direct or consequential.

# Section X. Platting

## A. Duty to plat

The cemetery board shall have the duty to survey, plat, grade, fence, ornament, and improve all of the cemetery grounds and avenues leading thereto from time to time, as in their opinion or in the opinion of the city council may be necessary and advisable. The cemetery board may use the caretaker and other labor in help to accomplish these duties.

## B. Recording of new blocks prior to sale

Before any new block of a city owned cemetery is opened for sale of lots, the cemetery board shall cause it to be platted and recorded in the office of the county recorder. A copy of the plat map shall be deposited with the caretaker and one or more copies with the city clerk. The plat shall be so designated as to provide direct access to each lot from either a road or a walkway or footpath.

Adopted this 13th day of May, 2009 by the Greenlawn Cemetery Board of Trustees, Afton, Iowa.

# Index

Advance notice of monument installation .....	6
Animals at large .....	2
Arbitration – monument installation error .....	11
Cemetery hours .....	1
Correction of lot errors.....	14
Decorations on lots.....	12
Deed for cemetery lot.....	13
Defacing property in cemetery.....	2
Disinterments .....	3-4
Enclosure of graves or lots .....	12
Faulty installation of memorial.....	8
Firearms.....	2
Food and beverages.....	2
Foundations for monuments.....	5
Government markers .....	6
Grave Openings.....	3
Hours.....	1
Installation of monuments.....	5
Interment record.....	15
Interments.....	3, 4
Liability.....	3, 15
Long term care of lots .....	14
Lot Price .....	13
Lot record.....	14
Markers and monuments.....	5
Monument guarantee.....	6
Monument installation performance.....	7
Monument locations.....	6
Noise restricted.....	1
Notice of monument error.....	8
Perpetual Care .....	14
Platting cemetery sections.....	16
Refuse.....	2
Removal of plants and decorations.....	2, 9
Restricted areas.....	6
Reversion of lot to city.....	13
Right to purchase monument .....	6
Sellers and installers of monuments .....	5
Soliciting of bereaved .....	2
Vase receptacles .....	6
Vaults.....	3, 4
Vehicle Speed.....	1
Walking of graves.....	1



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