

GENERAL PROVISIONS

INTERMENTS

RULES AND REGULATIONS OF ODD FELLOWS' CEMETERY COMPANY OF PHILADELPHIA

Odd Fellows' Cemetery Company of Philadelphia was founded in 1848 and chartered under Act of Legislature of the Commonwealth of Pennsylvania March 14, 1849. The Company owns and operates three cemeteries, comprising of 190 acres of wooded and hilly land, substantially laid out and developed as modern burial grounds; owned in fee simple, unencumbered and dedicated to cemetery use. The tracts are:

MOUNT PEACE CEMETERY in Philadelphia

LAWNVIEW CEMETERY in Rockledge

PINE GROVE CEMETERY in Warminster

1. Every lot or grave is subject to the laws of the Commonwealth of Pennsylvania and to these Rules and Regulations, which may be amended or changed from time to time. Lots and graves may be used for no other purpose than as a place of burial for human remains.

2. The name and address of each lot or grave owner must be recorded in the offices of the Company, and such record shall be controlling. The Company must be notified of any change of residence. In the event of decease notice thereof must be given, together with a certified copy of any will designating a bequest of the lot to a specific legatee. No lot or grave may be sold or transferred without the prior consent of the Company. The deed shall be the sole evidence of the ownership.

3. The roads in the Cemetery may not be used as a public thoroughfare and no driving is allowed except on the main roads. No advertising or solicitation is permitted on the grounds of the Cemetery. No parties, games, or picnics or eating on the premises is permitted. Dogs and hunting are not allowed. The gathering of flowers or plants, either wild or cultivated, and breaking of trees or shrubs is prohibited.

4. Except in the case of military funerals and Memorial Day Exercises, firearms may not be brought into the Cemetery and bands of music are not permitted. Loitering within the grounds is forbidden.

5. The Company reserves the right to change the boundaries, roads, walks and grading of the Cemeteries or Sections thereof, and to change pipelines, gutters, lakes, curbs, ponds and wells and other facilities; and retains a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots.

6. The Company will establish, from time to time, a schedule of charges for services it may render. Such charges are payable in advance, and if not paid, they will constitute a lien against the lots or graves involved. No interment will be permitted until payment has been made and the lien satisfied.

7. All instructions with respect to Internments, or other work to be done on lots and graves must be in writing. Telephone orders or messages are received at the sole risk of the sender and should be immediately confirmed in writing. The Funeral Director shall be deemed to be the agent of the lot holder. Notice of proposed interment must be given at the Cemetery Office not less than two working days in advance, and the location for interment must be specified. Internments must be made at the time and in the manner fixed by the Company.

8. Every private earth interment shall be in a casket and an outside container of metal, fiberglass, or concrete, and shall be placed in a lot or grave for which a deed is produced. When proper location cannot be determined the Company may, at the sole risk of the family of the deceased, permit an opening as the Company may deem best so as to not delay the funeral. All funeral corteges are met at the Cemetery gate and conducted to the place of interment and are in charge of a Cemetery employee after entering the grounds. No more than two full size bodies and two cremated bodies shall be interred in a single privately owned grave unless otherwise limited.

9. Disinterments will not be permitted without a legal permit and written consent of the parties concerned therein, and must be made at the time and in the manner specified by the Company and charges paid. The Company reserves the right to correct any errors that may occur with respect to interments or disinterments in such manner as may be appropriate to the circumstances.

10. Temporary use of the receiving vault may be permitted subject to such charges and conditions which the Company may impose.

MONUMENTS AND ADORNMENT

11. All mausoleums, monuments, headstones or structures of any kind must conform to limitations of number, size and location established by the Company. Only granite or standard bronze materials may be used. Plans or sketches with measurements and descriptions specifying materials to be used, for all stone work or bronze memorials proposed to be erected, must be submitted for written approval before a foundation order will be accepted. Detailed architectural plans of mausoleums must be supplied. No structure will be authorized which interferes with the general appearance of the grounds or obstructs the view or causes annoyance to the adjoining lot owners. A permit must be signed by the deed holder giving permission for the installation of a monument or inscriptions on an existing monument. Mausoleums or tombs which are wholly or partially above ground shall be permitted only in areas designated for such use. Only granite or bronze flush markers may be used in memorial parks.

12. Foundations may be installed by an outside contractor with proof of insurance and correctly signed documentation. If an outside contractor pours the foundation, they will be solely responsible for any present or future problems that arise from the construction, placement, or installation of the foundation or the setting of the stone.

13. Grave locations must be inscribed on the lower left hand corner of each monument.

14. Any stonework which becomes dangerous, dilapidated or unsightly, or any memorial or inscription deemed to be offensive or improper, may be removed by the Company at the expense of the lot holder. No monument or marker shall be removed by or for the lot holder without prior written permission from the Company.

15. All lots and graves must be paid in full before a monument/marker can be placed.

MAINTENANCE OF GROUNDS AND GRAVES

16. No trees within a lot shall be cut down and no shrubs shall be planted without the approval of the Company. Should trees, shrubs or plants become detrimental to the Cemetery or to adjacent lots, the Company has the right to enter the lot and trim or remove same at the expense of the lot holder.

17. Metal designs, glassware, shells and toys may not be placed on graves. Decorations are not to be attached to crypt or niche fronts. Lot holders may bring plants and flowers for their own use, but must secure a permit before planting. The Company assumes no responsibility for vases, urns, or removable articles that may be lost, misplaced or damaged. The Company may remove any artificial decorations, floral designs, flowers, weeds, plants or herbage of any kind which becomes unsightly or does not conform to cemetery standards. No person is permitted to remove flowers, baskets, or designs brought in with a funeral, except representatives of the family who have received permission from the Company. Only owners of bottom level crypt/niches may place items on ground in front of their own crypts/niches. Items may not be placed on top of mausoleum and niche buildings.

18. Perpetual Care of graves/lots includes grading, seeding, filling in graves, and cutting of grass when necessary. The Company does not sod graves.

19. Graves/Lots may not be outlined with fences, bricks or any other objects. Decorations must be placed at the head of the grave as to not interfere with cemetery and lawn equipment.

20. Commercial trucks and wagons, unless engaged in Company business are not permitted inside the gates.

Loss or Damage

21. The Company will endeavor to protect lot holders and their property rights within the Cemetery, from loss or damage, but shall not be liable for loss resulting from causes beyond reasonable control. The Company assumes no responsibility for damage or injury to lettering, carving, or ornaments on any memorial or other structure, or for sinking of ground or ravages of time and weather, or for damages caused by other lot holders, or dealers, contractors and their agents, or for damages due to vandalism.



ODD FELLOWS' CEMETERY COMPANY OF PHILADELPHIA

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VICE PRESIDENT

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