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The selection of the final resting place for the members of your family is an important decision. Here on the quiet lawns of Mount Hope Cemetery is found a spirit of tranquility that has appealed to generations of area families since 1905. Each curving drive leads to virtues of beauty and honor, and the whispering trees and rolling hillsides speak of an eternity of peace and remembrances.

The original founders of Mount Hope Cemetery dedicated this setting to provide for those of their generation and generations to come, a memorial and celebration of past lives. So astute were these men that the only changes necessary to the rules and regulation adopted in 1905 have been those necessary to modernization and development.

As a Mount Hope Cemetery Property Owner, you are spared the physical and emotional concerns of the maintenance of your beloved families' final resting place, by owning property in a PERPETUAL CARE CEMETERY. You are assured by the perpetual care and regulations that all effort will be made to preserve and protect the beauty and integrity of the Mount Hope Cemetery.

Each Deed issued to a property owner will state that, that property will receive Perpetual Care Maintenance. A percentage of the sale of each space is placed in a Perpetual Care Trust fund bank account. To be invested along with like funds by the Trustee and with the approval of the Board of Directors to produce interest and income. To the extent the interest and income from this fund is available, it will be used exclusively for maintenance and overhead. Providing lawn care, ownership and burial records, property cornerstones and the administrative and labor services applicable to the operation of the property, care funds are not to be diverted to the care and maintenance of private mausoleums, vaults, markers and monuments, or items of decoration or other personal property brought into the cemetery by property owners and other persons.

To provide property owners with the numerous advantages of perpetual care, the park must of necessity be operated as a single unit, affording its facilities and services equally to each owner. In effect, each owner is in partnership with the Association to achieve a common goal – a beautiful memorial park. Every Deed

issued to a property owner contains a provision that the grantee takes title subject to the Rules and Regulations now in force and those hereafter to be adopted. These regulations are as binding as though they were incorporated into the deed.

No Rules and Regulations have been or will be made which are not designed to be of benefit to the property owners collectively. Adoption and enforcement of the Rules and Regulations is vitally necessary to protect the interests of the property owners, insure uniformity and preserve the beauty of the park. Everyone, property owners and guests, are required to observe the Rules and Regulations. The Board of Directors reserves the right at times to modify or add to these rules for the further protection of the park.

## **RULES AND REGULATIONS**

- 1. PROPERTY OWNERSHIP** – All lots and spaces shall be used in accordance with the Rules and Regulations of the Association now in force or hereafter to be adopted and shall not be used for any other purposes than the burial of human remains. No person will be recognized as a property owner unless he has received a Deed thereto which is recorded in his/her name on the books of the Association. A person who inherits property through the passing of the original owner must provide the Association with the proper documents for recognition of his/her claim. Property ownership is defined as having the right to be interred in the specified property. The grounds above and throughout the cemetery are the property of the Association, and therefore are the responsibility of the Association for the care and maintenance according to the Rules and Regulations and perpetual care.
  
- 2. TRANSFERS** – No transfer of any burial property or space or interest therein will be permitted as long as any charges of the Association remain unpaid. The Association shall have a lien on that property and/or merchandise until paid. No transfer of any property or space shall be effective without the consent of the Association. No transfer will be recognized until said transfer, having been approved, will have been recorded on the books of the Association, for which a reasonable recording fee will be made. In no case can a transfer be made to any person who is not eligible to purchase a plot in the first instance.

The possession of the Deed is not sufficient evidence of the transfer of a plot from the original owner.

All transfers shall be made in the manner prescribed by the Association. If the transferor is alive, the Association reserves the right to require the transfer record to be signed by the transferor in person. Where it is represented the property owner is deceased, the Association will require

evidence of the death of such owner. Where a full transfer is made the original Deed will be surrendered to the Association.

- 3. INTERMENT RIGHTS** – Property reserved for specific religious faiths shall be reserved for members of those faiths unless approval is obtained from representatives of those faiths for the burial of a person related to but not of the same faith as the owners of said religious property.

The original buyer of any property may at anytime designate whom he/she wishes to be interred on his/her property and insofar as those designated would be eligible to purchase property in said owners section, the Association would accept an opening order for said reservation.

A property owner may record in advance the names of the persons permitted to use his/her property, unless said reservations are made at the time the property is purchased a reasonable recording fee will be made. Said reservations will be binding unless the property owner does in writing cancel the reservations. The Association recommends to property owners the service of reservation, or failing to do so that property owners make mention of their cemetery property in their wills, designating the person(s) to be in authority of the unused spaces at the owners death.

In the absence of express direction by the owner, or provision contained in the will, the following will be recognized by the Association as having the right to direct the use of the remaining spaces of the lot.

- (a) The surviving husband or wife shall have first right, except said right is denied due to divorce, legal separation or property settlement refusing said right to the surviving husband or wife.
- (b) Where there are no surviving husband or wife with legal right, the heirs of the owner may by agreement in writing determine who among them shall have the right of use or direction of the unused spaces, which agreement must be recorded on the records of the Association prior to further use of the property, for which a reasonable recording fee will be charged.
- (c) In the event the owner or his/her heirs shall not have arranged for future interments, then the direct lineal heirs to such owner shall in order of their death be entitled to interment until the property is filled.
- (d) In case there are no lineal heirs, then the nearest of kin to the original owner shall have the right of interment in order of their deaths until the property is filled.
- (e) The Association shall have the right at all times to assume the property owner acquired his/her property for the interment of him/herself and members of his/her family. Unless otherwise directed by the owner of his/her heirs, executors or administrators after his/her death the Association will permit the interment of

members of the property owner's family at the request of any interested party upon warranty by the person requesting the interment of the eligibility of the deceased to be interred on said property.

- (f) When an interment is to be made on a property deeded jointly to two or more persons, the Association reserves the right to accept the direction of any one of the owners pertaining to the use of the property and will at no time be liable to the other owners for this action. The Association recommends to joint owners the service of reservation on the books of the Association and will at no time be liable for agreements verbal or written between owners unless said agreements are recorded on the Association records.
- (g) The Associations consent shall in all cases be had before interments are scheduled and all reasonable care will be taken by the Association's representatives to determine the eligibility of a person for burial. The Association reserves the right to reach this decision of eligibility from information recorded on the books of the Association or in the event direction has not been recorded, the Association reserves the right to accept the warranty of the person requesting the burial. The Association's decision shall in all cases be final and the Association in the event of false warranty or inaccurate direction on the part of the person requesting the burial shall assume no liability whatsoever. In the case of an unavoidable error on the part of an Association employee past or present, the Association reserves the right to correct said error without legal liability.

**4. ALL WORK TO BE DONE BY THE ASSOCIATION** – All mowing, trimming, landscaping, improvements, care of property, pruning and cutting of trees and shrubs, all grave opening and closing, vault installations, all interment services, interments, disinterment, removals and all installation of whatever nature will be done by the Association, except in the instances of outside contractors hired by the Association or permitted by the Association to accomplish specific task, in which event the persons involved together with their equipment will be under the supervision of the Park Manager. The Association must at all times reserve the right to provide for property owners any commodity to be used in or on the grounds of the Park and will for the protection of property owners provide only those items guaranteed by the manufactures to meet the specifications of quality and workmanship desired by the Association. The Association will at no time be responsible for the quality of workmanship of any items purchased from any person or company outside of the cemetery.

**5. PLANTING OR DIGGING ON THE PARK GROUNDS** – Planting or digging is not permitted at any time. It is the intention of the Association to

preserve and protect the beauty of the grounds. Any unauthorized digging or planting will be removed at the expense of the property owner. No lot or space shall be defined by any fence, railing, coping, hedge, embankment or ditch or contain any base, seat, wire-work, rock-work or other object except as hereinafter specified, or approved by the Association. The Association will incur no liability for damages to memorials caused by mowers or other equipment if unauthorized digging on space caused damage.

6. **APPROVED FLOWER VASES** – The right to place a floral memorial on the grave of a loved one is permitted at all times in a **regulation approved vase**. All approved vases are of the type that recess flush with the ground when not in use or permanently affixed on a “monument”. All vase installations are done by the Association.

## 7. **FLORAL AND DECORATION REGULATIONS**

**March 1<sup>st</sup> until Thanksgiving** – Only decorations that are inside of the approved regulation vases will be permitted. Any decorations that are outside of the approved vases (on the ground or on a marker) will be removed.

**Thanksgiving until March 1<sup>st</sup>** – Any type of winter decorations may be placed on the ground, markers or vases. But, it must be removed before March 1<sup>st</sup>.

**Winter grave blankets and live greenery** – must be removed no later than February 1<sup>st</sup>.

**Birthdays and/or anniversaries** – Decorations on the marker or on the ground will be permitted for three (3) days only. Notification must be given to the office at the time you decorate. Decorations must be removed after three (3) days.

**Memorial Weekend decorations** – Decorations may be placed on the ground NO earlier than Friday before Memorial Day and will be permitted to remain until Sunday following Memorial Day. All decorations, except those in approved vases, must be picked up by that time or they will be removed beginning the Monday morning following Memorial Day.

**Floral arrangements at a funeral service** – All floral arrangements will remain on the grave for five (5) days. All arrangements on the ground after this date will be removed.

**The use of wire** – The use of wire or metal fasteners to attach decorations to the ground is strictly forbidden.

**The cemetery does not allow any decorations that are removed from property of spaces to be collected by employees or other persons outside of the cemetery. All decorations that are removed are discarded. Any one removing flowers or decorations from property or spaces, other than their own, will be considered liable for theft and will be dealt with accordingly.**

The Association reserves the right to make a handling charge for the removal of said decoration. At no time will the Association be liable for the care, storage or protection of the decorations of any kind. The Association reserves the right to remove at any time decorations or containers conflicting with the Rules and Regulations or any item which has become unsightly or broken.

- 8. THE RESPONSIBILITY OF THE ASSOCIATION** – The Association will take all responsible precaution to protect the property from loss or damage, but it distinctly disclaims all responsibility for loss or damage beyond reasonable control; for damages caused by the elements and acts of nature, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots or order of military or civil authority, whether the damage be direct or indirect.
- 9. THE RIGHT OF INGRESS OR EGRESS** – The Association shall at all times have the right of ingress or egress to any part of the Park property. Such right shall include all equipment and personnel necessary to the preparation and completion of a burial service and the maintenance of the park property. Property owners will, during business hours, have the right of ingress and egress to reach their property on foot but at no time hold the Association responsible for injury sustained while crossing the Park grounds.
- 10. INTERMENTS** – All graves shall be opened and closed by the employees of the Association under the supervision of the Park Manager or Superintendent, after the proper order for interment has been made through the Park Office. 24 hour notice will be required for the preparation of a burial service and at least two weeks notice for the scheduling of disinterment or removal. The Association reserves the right to refuse to make an interment or disinterment until a more expedient time, if the facilities of the cemetery has fulfilling prior schedules or for inclement weather conditions, or if the preparation of the grave necessitates the removal or transplanting of existing shrubs or trees. Funerals arriving at the cemetery after 3:00 p.m. Monday thru Friday shall be subject to an overtime charge. Overtime charges will also apply to services requested on Saturdays, Sundays or holidays. The proper burial permits for all services shall be delivered to the Association prior to the time for interment or disinterment.
- 11. APPLICATION FOR INTERMENT (INTERMENT ORDERS)** – The Association reserves the right to refuse to open any grave or to permit a burial therein unless application is made on the forms provided by the Association, by the owners of record or persons entitled to direct the use

of property or space. The Association reserves the right to refuse to accept an opening order over the telephone. It is also to the advantage of the property owner to first order the interment through the cemetery office before deciding on a time for the funeral. The cemetery may then inform the family of the time available to them. It is the Association's wish to comply in every way to the family's choice of time and to so arrange burial services that every family be protected from any intrusion or congestion of traffic from other services that would detract from a respectful and reverent service. The Association shall not be liable for any error due to inaccurate information given by the person ordering the interment, nor shall the Association incur any liability where it acts on the orders of a person declaring to have right to give such direction.

**12. INTERMENT CHARGES** – All charges for interments or disinterment shall be paid in advance before the opening is made, except in the case where the charges are to be paid by the funeral home. The grave to be used for the interment shall be paid in full before the opening is made. The Association does not carry financing of property. All charges are to be paid in full at the time of need.

**13. OUTER BURIAL CONTAINERS (VAULTS)** – ALL caskets and cremation urns shall be placed in one of the following outer burial containers (vaults): concrete box, concrete vault, steel vault or fiberglass vault. The use of wooden, plastic or cardboard is not permitted.

**14. BURIAL / INTERMENT / INTOMBMENT** - In a single full size individual adult space, interment may only be allowed to accommodate: **(a)** one (1) full body burial or one (1) full body burial and two (2) cremation burials, **(b)** two (2) cremation burials, **(c)** two (2) full body burials in a space that has been designated for double depth burials. **EXCEPTION:** In the case of a mother and infant sharing the same casket, or twin infants sharing the same casket, or twin infants in the same casket or separate caskets in one adult space.

**15. DISINTERMENT / DISENTOMBMENT** – No disinterment or disentombment will be allowed without the consent of the surviving husband, wife, parent of minor child or the next of kin to the person whose body is to be removed. The written consent or order from the owner of the property or his/her legal representative shall also be obtained and submitted to the Association.

In the event that the disinterment or disentombment is for the purpose of removal and transportation of the body from Mount Hope Cemetery to another cemetery or facility, either within or outside the State of Missouri, it shall be the responsibility of the person ordering the removal to first

obtain and deliver to the Association the proper removal and transit permits, as required by law, before the opening is to be done.

In the event that the outer burial container does not meet the specifications required by the State, or the transporting company, the person ordering the removal shall purchase the proper and approved outer burial container. If burial records show need for an approved outer burial container it shall be on hand before the removal has begun.

The Association reserves the right to refuse to make a disinterment / disentombment or delay it, on the recommendation of the State health department.

The Association shall have the right to refuse to make a disinterment / disentombment until all charges for the removal have been paid, all charges for the property have been paid and all proper permits have been delivered.

**16. MEMORIALIZATION** – The marking of a family grave is a loving obligation. For lasting beauty and performance only memorials of granite or bronze will be permitted in Mount Hope Cemetery. The Association reserves the right to provide memorials for Mount Hope property owners. Mount Hope, as a responsible business organization dedicated to the perpetual care and preservation of its grounds, has an interest to be placed here. As the regulation allows pertaining to the individual gardens, only single size markers or monuments will be allowed on the individual space, either with two (2) names on one marker or two (2) single size markers. The Association must approve all markers and monuments. The Association must do all installations. The Association will incur no liability regarding the damage to a monument or marker from unforeseen forces of nature, falling trees, ground movement, thieves, vandals or stains caused by the placement of decorations or elements.

**17. MONUMENTS** – No monuments will be permitted on a space unless the property owners Deed states: MONUMENT PRIVILEGES. Property owners purchasing a monument outside of the park must submit specifications of the proposed monument to the Park Manager for approval. If acceptable, the location of the monument will be specified by the Park Manager in accord with the section plat. Only one (1) monument will be permitted on a platted lot. The Association employees, under the supervision of the Park Manager, will do all installation work of whatever nature. All installation charges must be paid in advance before the monument will be allowed to be set. All charges owed to the Association for the property must be paid in full before the monument can be set. The monument foundation will extend 3” on all sides of the monument base. The Association will incur no liability regarding the damage to a monument



from unforeseen forces of nature, falling trees, ground movement, thieves, vandals or stains caused by the placement of decorations or natural elements.

**18. MARKERS (Grass Level)** – All markers are to be installed by the Association and must be granite or combination of granite and bronze. NO marble markers will be permitted. All memorials must be set at the head of the grave and in accordance with plat specifications. Exception to this policy would be a Government issued veteran's marker which may be placed at the foot of the grave in the event there is another marker purchased for placement at the head of the grave. The markers must be a minimum of 4" in thickness. All markers will be set flush with the ground. All markers purchased outside of the cemetery will be subject to approval of the Park Manager for material, design, size and inscription. All memorial markers desired to be set for Memorial Day must be purchased so not to arrive after May 1<sup>st</sup>. All markers or monuments purchased through the Park office will have priority installation. All installation fees and charges for property owed to the Cemetery must be paid in full before markers will be installed.

**19. FUNERALS** – Upon entering and while within the cemetery, all funeral services will be under the supervision of the Park Manager and/or Grounds Superintendent.

Flower deliveries will be directed to the proper gravesite. Flowers are not to be delivered or dropped of at the Park office.

Vault trucks shall remain in the specified areas until cars of the procession have cleared and left the gravesite or are motioned by the Manager to approach the gravesite. Vault trucks are to be kept out of sight of the funeral.

All services are carefully planned for proper routing, parking and departure of funeral cars to avoid traffic congestion or intrusion on other services or visitors.

Roadways do not permit U-turns and driving on the grass is not permitted. Vehicles at all times will be required to follow the roadways. Early arrivals to a burial service will be directed to park in specified areas. Roadways leading to the gravesite must be kept clear of parked cars until arrival of the funeral coach and the family cars.

Park visitors not attending a funeral are reminded a burial service is a sacred and personal matter for the family and friends of the deceased. Accordingly, other persons will respectfully refrain from intruding either in cars or on foot in areas where services are being conducted.

**20. PARK MANAGER** – The Park Manager has entire charge of the property at all times and is authorized by the Board of Directors to enforce all rules and regulations, to maintain order, to schedule all services and labor, to direct all workmen, visitors, funeral homes, vendors and deliveries. To restrain or expel those who disregard his/her orders or directions or whose conduct or attire are out of keeping with the atmosphere of so sacred a place. He/She is further authorized to inspect or refuse entrance to any vehicles necessary and may deny entrance to any such size of weight to cause damage to roads, landscape or fixtures.

All requests for services, installations, assistance, improvements, commodities or special services must be made through the office of the Park Manager. All labor is scheduled through the Park office and the Park Manager issues all work orders. Any service chargeable to a property owner will be billed from the Park office and properly receipted upon payment to the Association. Any installation, planting, bench, tree or bush found on the grounds not covered by a proper work order will be removed at once.

Any workman leaving his assigned duties to perform a special service or any workman receiving payment from a property owner for the performance of a special service not covered by a work order will be subject to dismissal.

**21. MANAGERS OFFICE** – The Park office on the grounds is open to serve you from 8:00 a.m. to 5:00 p.m., Monday thru Friday. Additional times are available by appointment. The phone number to the Park is monitored on a 24 hour / seven day a week basis. All business services pertaining to Mount Hope Cemetery are handled at this office, including property ownership, burial records, maintenance services, funeral services, sales, payments, request for transfers and reservations.

Property owners are encouraged to visit the office. The operation, maintenance and business services of a Perpetual Care Memorial Park are extensive, and many are unaware of the varied services available to property owners.

The Manager encourages interest in the operation of the property. Experience has shown by questions asked of owners and visitors, that needless worries may be avoided by a full understanding of the seldom seen careful proceedings followed in the preparation of a burial service, and a better understanding of regulations is gained by the understanding of the total operation of the property.

**22. VISITORS** – The gates of Mount Hope Cemetery are open around the clock. The grounds are monitored and patrolled by city police. Vehicle speed limit within the Park is 15 miles per hour. Parking on the grass is not permitted. All vehicles must remain on the roadways and must not block cross roads.

Pets are not permitted on the grounds of the Park except for handicapped assistance animals.

Persons with firearms, drugs or alcohol will not be permitted on the grounds. All persons are prohibited from gathering flowers, from breaking or cutting any bush, tree or shrub, from writing on or defacing or injuring anything in the Park whether it is the property of the Association or that of a plot owner. Any person found stealing, damaging or defacing any property whatsoever on the property will be prosecuted to the fullest extent of the law.

Floral memorials are placed on a new grave with extreme care so that at the return of the family, a carefully placed floral arrangement covers the fresh earth. Only the family has the right to remove these flowers. Other visitors to the gravesite will refrain from rearranging, moving or removing these flowers. The cemetery grounds personnel will remove the flowers on the 5<sup>th</sup> day following the funeral service.

Children must be accompanied by an adult at all times while in the Park. All visitors are reminded these grounds are sacred, devoted as a memorial resting place of the loved ones of many families and that strict observance of proper decorum is required at all times.

No advertising is permitted within the grounds of the Park. Begging, pedaling, disturbing literature is also prohibited. Any property owner approached on the grounds by a person attempting the afore mentioned should promptly report this to the office.

If a visit to your property leads you to believe needed repair work is required, simply call or visit the office to schedule those repairs.

The Association would like to thank you for your willing observance and complete cooperation of these necessary Rules and Regulations. Only through your helpful consideration can you be assured of the constant uncluttered beauty, permanent attractiveness and the spirit of reverence you deserve and have every right to expect. These Rules and Regulations have been adopted by the Board of Directors in conformity with the State Laws governing and regulating the management of Perpetual Care Cemeteries.

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