

**RULES AND REGULATIONS**

**of**

**ASSOCIATED CATHOLIC CEMETERIES CORPORATION**

**CALVARY CEMETERY  
HOLYROOD CEMETERY  
GETHSEMANE CEMETERY  
ST. PATRICK CEMETERY**

**STATE OF WASHINGTON**

**Approved July 1, 2020**

PREAMBLE	1
<b>THE RULES AND REGULATIONS</b> .....	2
ARTICLE I	3
<b>Definitions</b> .....	3
ARTICLE II	7
<b>Purpose of Cemeteries</b> .....	7
ARTICLE III	8
<b>Admission to the Cemeteries</b> .....	8
ARTICLE IV	8
<b>Arrangements for Interments, Entombments and Inurnments</b> .....	8
ARTICLE V	11
<b>Funeral Service and Interment Procedures</b> .....	11
ARTICLE VI	15
<b>Correction of Errors</b> .....	15
ARTICLE VII	15
<b>Instructions to Lot (Plot) Holders and Rights of Lot (Plot) Holders</b> .....	15
ARTICLE VIII	19
<b>Service Charges and Payments</b> .....	19
ARTICLE IX	19
<b>Right to Replat</b> .....	19
ARTICLE X	20
<b>No Easements Granted</b> .....	20
ARTICLE XI	20
<b>Use of Cemeteries</b> .....	20
ARTICLE XII	23
<b>Conduct in the Cemetery</b> .....	23
ARTICLE XIII	24
<b>Grading and Improvements</b> .....	24
ARTICLE XIV	24
<b>Cemetery Hours</b> .....	24
ARTICLE XV	25
<b>Outside Workers</b> .....	25
ARTICLE XVI	25
<b>Employees</b> .....	25
ARTICLE XVII	26
<b>Loss or Damage</b> .....	26
ARTICLE XVIII	26
<b>Lot (Plot) Holder's Change in Address</b> .....	26
ARTICLE XIX	26
<b>Care</b> .....	26
ARTICLE XX	27
<b>Memorials and Rules for Memorial Work</b> .....	27
ARTICLE XXI	30
<b>Private Mausoleums, Columbariums and Tombs</b> .....	30
ARTICLE XXII	31
<b>Community Mausoleums</b> .....	31
ARTICLE XXIII	32
<b>Community Columbariums</b> .....	32
ARTICLE XXIV	32
<b>Receiving Vaults</b> .....	32
ARTICLE XXV	33
<b>In General</b> .....	33

## **PREAMBLE**

Ever since the Sacred Body of Jesus Christ was reverently laid in the tomb, to await the hour of its glorious Resurrection, the Church has been vigilant to surround the burial of those who hope to rise with Christ with an atmosphere of deep Christian faith and profound reverence.

In the Funeral Mass and burial prayers, the Church gives voice to the belief in the Christian doctrines of the Resurrection of the Body, the Communion of Saints, and Life Everlasting; but as a further seal and symbol of that faith, the Church sets apart and solemnly blesses the places in which the bodies of the faithful departed await the resurrection of the dead.

It is with these beliefs and the precepts of the founders that the purpose of Associated Catholic Cemeteries shall be:

- To serve the members of the Catholic community in the Archdiocese of Seattle;
- To carry out the religious function of the burial and care for the resting places of the deceased;
- To accept the responsibility of implementing this religious function under the direction and supervision of the Archbishop of the Seattle Archdiocese;
- To fulfill the teachings and rich traditions of the Catholic Church with regard to the deceased and the sacredness of the cemeteries in which their bodies rest;
- To recognize the deep religious significance of the Corporal work of Mercy involved in the burial of the dead;
- To respect and care for the people of God who even in death remain a part of the Communion of Saints;
- To encourage prayer and devotion for our deceased brothers and sisters;
- To oppose any effort to minimize or destroy any of the Catholic teachings which relate to death, burial and remembrance of the departed souls;
- To proclaim through our words, work and examples the sacredness of the Human Body and the belief in the Resurrection and the Christian Virtue of Hope.
- To serve the members of other Christian Communities and their families who see the value of the faith witness proclaimed by our Catholic Cemeteries;

In the very earliest days, the Church found it necessary to make rules and regulations which would protect these sacred places and the relics laid therein. The Church could not and would not allow anything within the holy precincts which would desecrate them, lessen their beauty, or bring dishonor on the dead.

To ensure the sacred character of the cemeteries operated by Associated Catholic Cemeteries in accord with the mind and traditional practice of the Church and to establish and maintain good order, the following Rules and Regulations are in effect.

## **THE RULES AND REGULATIONS**

of the

### **ASSOCIATED CATHOLIC CEMETERIES CORPORATION**

Calvary Cemetery, Seattle, Washington; Holyrood Cemetery, Shoreline, Washington; Gethsemane Cemetery, Federal Way, Washington; St. Patrick Cemetery, Kent, Washington; collectively known as the Associated Catholic Cemeteries Corporation<sup>i</sup> as officially constituted on July 2, 2019.

For the mutual protection and benefit of lot owners, and the cemeteries of Associated Catholic Cemeteries as a whole, the President of Associated Catholic Cemeteries and the Board of Directors of the Associated Catholic Cemeteries Corporation hereby adopts the following Rules and Regulations. All lot (plot) holders and persons within the cemeteries, and all lots (plots), shall be subject to said Rules and Regulations, and subject further to such Rules and Regulations, Amendments, or Alterations as shall be adopted by the Board of Directors of Associated Catholic Cemeteries from time to time; and the reference to these Rules and Regulations in the Document conveying the right of interment shall have the same force and effect as if set forth in full therein.

Associated Catholic Cemeteries asks the cooperation of all lot (plot) holders and visitors and would like it to be known that these Rules and Regulations are not meant to be restrictive in their enforcement but are for the mutual benefit and protection of all. Through the application of and your adherence to these Rules and Regulations, your cemeteries will continue to be sacred resting places for your loved ones and remain holy, beautiful, peaceful and quiet.

---

<sup>i</sup> Referred to as “Associated Catholic Cemeteries”, “ACC” and “Corporation” throughout this document.  
*Rules and Regulations* of Associated Catholic Cemeteries  
July 2020

## ARTICLE I

### Definitions

- 1.05 The term “Cemetery Authority” shall mean the Corporation, and the person or persons duly appointed by the Corporation for the purpose of conducting and administering the Catholic cemeteries known as Calvary Cemetery, Holyhood Cemetery, Gethsemane Cemetery, and St. Patrick Cemetery (referred to as Associated Catholic Cemeteries) owned and operated by said Corporation.
- 1.07 The term “Cemetery Management” (aka “Management”) shall mean the person or persons duly appointed by the Corporation for the purpose of conducting and administering the cemeteries owned and operated by the Associated Catholic Cemeteries Corporation.
- 1.10 The term “Cemetery” as used herein shall mean the burial ground relating to the grounds and buildings commonly known as Associated Catholic Cemeteries (Holyhood Cemetery, Calvary Cemetery, Gethsemane Cemetery, and St. Patrick Cemetery), including, without limitation:
- a. All land dedicated, reserved, or used for interment of the remains of human dead;
  - b. All vegetation therein;
  - c. All graves, mausoleums, garden crypts, columbaria, niches or other interment spaces therein;
  - d. All memorials and works of art therein;
  - e. All roads, walkways and other structures of every kind therein, and
  - f. All equipment, facilities, and infrastructure incidental to the operation of Associated Catholic Cemeteries.
- 1.12 The term “Cemetery Office” shall mean the office of the Cemetery Management located on the cemetery premises or on whatever other premises deemed appropriate by the Cemetery Management.
- 1.15 The terms “Additional Interment Right” (aka “Second Burial Right”) shall mean any additional interment rights that may be added to an interment space, either at the time of a contract, or after a contract is executed.
- 1.17 The term “Arrangement Conference” shall mean a meeting, either at-need, pre-need or post-need, between the cemetery and an individual or family during which cemetery merchandise and services are discussed and the cemetery records information regarding that person or family.
- 1.18 The term “Arrangement Conference Recording Fee” shall mean a one-time fee charged in conjunction with an arrangement conference to record and enter information regarding a new owner and their family in the cemetery’s database and other records.
- 1.20 The term “At-Need” shall mean at the time of, or immediately following, death.

- 1.23 The term “Beneficiary” shall mean one who benefits from an act, such as a person for whom a prepaid contract is entered into or the successor-in-interest of a life insurance policy. It may also include individuals who have rights to an existing non-fulfilled contract.
- 1.25 The term “Care” shall mean the general care of the cemeteries as herein defined.
- 1.27 The term “Care Fund” shall mean the fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.
- 1.30 The term “Cash Advance Items” shall mean any item of merchandise or service paid by the cemetery on behalf of the purchaser that is to be purchased by the cemetery at prices existing at the time of the cemetery’s at-need purchase, including but not limited to flowers and gratuities.
- 1.32 The term “Columbarium” means a structure, room, or other space in a building or structure containing niches for permanent placement of cremated human remains in a place used, or intended to be used, and dedicated, for cemetery purposes.
- 1.33 The term “Commingling” shall mean the mixing of cremated remains of more than one person. Since this is contrary to the teaching of the Catholic Church, the Cemeteries will not permit this to occur on its sacred grounds.
- 1.35 The term “Contractor” shall mean any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than an employee of the Cemetery.
- 1.37 The term “Cremation” means the reduction of human remains to bone fragments in a crematory by means of incineration. It is an irreversible process of reducing human remains to bone fragments through intense heat and evaporation, customarily done in a specifically designed furnace or retort, which may include any other mechanical, chemical or thermal process whereby human bone fragments are pulverized or otherwise further reduced in size and quantity. Cremation is a process and is not a method of final disposition.
- 1.38 The term “Cremated Human Remains” means the end products of cremation. This includes the bone fragments and ash remaining after cremation, which may include the residue of any foreign materials that were created from the cremation of human remains, and as such shall be considered human remains.
- 1.39 The term “Crypt” shall mean a space in a mausoleum of sufficient size to be used, or intended to be used, for the entombment of human remains. The types of crypts are:
- a. “Mausoleum Crypt” – a structure in which all crypts front on hallways or corridors which are totally enclosed from the outside elements.
  - b. “Garden Crypt” – a structure in which all crypts front on walkways which are not enclosed but are exposed to the outside elements.
- 1.40 The term “Deed” (Certificate of Ownership) shall mean the document by which, together with proper registration in the cemetery records, the Cemetery Authority conveys the Right of Interment.

- 1.41 The term “Disinterment” means the act of removing human or cremated human remains from an interment space for the purpose of relocating the human remains to another interment space in the cemetery or moving them elsewhere. This is subject to any approvals and/permits required per state statute and the Archdiocese of Seattle.
- 1.42 The terms “Encased” or “Encasement” means the placement of human remains in a rigid container, including but not limited to a casket or urn.
- 1.43 The term “Final Disposition” means the lawful interment, entombment, inurnment of human remains.
- 1.46 The term “Grave” shall mean a space of ground in a cemetery used, or intended to be used, for the burial of human remains.
- 1.47 The terms “Guaranteed Price Prepaid Contract” means a purchase agreement for merchandise and/or services whereby the cemetery agrees to provide the merchandise and services at-need in return for a definite purchase price paid at the time of purchase, without any further payment in the future. Provided, however, that the price of cash advance items is never guaranteed, and the amount paid merely serves as a deposit to be applied against the at-need cost of the item.
- 1.48 “Human Remains” or “Remains” means the body of a deceased person, including remains following the process of cremation, alkaline hydrolysis, or natural organic reduction. This also includes the body in any stage of decomposition.
- 1.50 The term “Interment” shall mean the (a) burial, (b) entombment or (c) inurnment of human remains. Interment is used as a generic term to embrace all forms of disposition of human remains in the cemeteries.
- a. The term “Burial” shall mean the disposition of human remains by earthen burial in a grave or lawn crypt.
  - b. The term “Entombment” shall mean the placement of human remains in a crypt above ground.
  - c. The term “Inurnment” shall mean the placing of cremated human remains in an urn in a grave, crypt, or niche.
- 1.51 The terms “Interment Right”, “Right of Interment”, and “Burial Right” shall mean the right to inter the remains of one human being in the cemetery subject to the Rules and Regulations in effect for the governance of the cemetery.
- 1.52 The term “Interment Service” refers to the opening and closing of a particular interment space. For Catholics this also includes the Rite of Committal.
- 1.54 The term “Interment Space” refers to the particular grave, crypt, niche or lawn crypt within the Cemetery to which a particular Interment Right relates. An Owner of an Interment Right does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvements within the Cemetery.

- 1.55 The term “Lawn Crypt” shall mean any container which is pre-constructed and buried in a space of ground in a cemetery used, or intended to be used, for the burial of human remains and accessible only from the top by removal of the earthen cover.
- 1.60 The term “Location” shall include any specific grave, crypt or niche conveyed by the Deed/Certificate of Ownership.
- 1.63 The term “Lot” means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a section for organizational purposes.
- 1.65 The term “Lot Holder” (Plot Holder) shall include the person or persons:
- a. To whom the Cemetery Authority has conveyed a right of interment in a plot or lot; or
  - b. Who have acquired such right of interment by transfer in accordance with these Rules and Regulations; or
  - c. Who hold such right of interment by inheritance.
- 1.67 The term “Memorial” shall include monument, tombstone, headstone, grave marker, tablet, or inscription on crypt, niche and urn fronts used to indicate or mark the place where an interment has been made, or to preserve remembrance and commemorate a family or an individual.
- 1.70 The term “Memorial Care” shall mean any care provided or to be provided for the general maintenance of memorials, including but not limited to trimming, leveling, straightening. It specifically excludes replacing damaged or dilapidated memorials except in cases of cemetery negligence.
- 1.73 The term “Memorial Services” means the services provided by the cemetery as part of a funeral where neither the body nor the cremated remains are present. The Catholic rite is called the “Rite of Committal” (cf. *Order of Christian Funerals*).
- 1.75 The term “Merchandise” means any personal property offered or sold by the cemetery for use in connection with the funeral, final disposition or interment of human remains.
- 1.77 The term “Next of Kin (NOK)” is the person legally responsible as designated by State Law.
- 1.79 The term “Niche” shall mean a space in a columbarium, mausoleum, or other structure used, or intended to be used, for the inurnment of cremated remains.
- 1.80 The term “Outer Burial Container” means a rigid outer container used to surround a casket or a cremated remains container and shall include the products commonly known as vaults and grave liners.
- 1.82 The term “Pre-Need” means prior to the beneficiary’s death.

- 1.84 The term “Plot” means space in the Cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more adjoining graves, one or more adjoining crypts, or one or more adjoining niches.
- 1.86 The term “Post-Need” means the period of time subsequent to the burial of the deceased.
- 1.88 The term “Purchase Agreement” means the written agreement between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell and the purchaser agrees to buy Interment Rights and/or other merchandise or services in the Cemetery.
- 1.89 The term “Receiving Vault” means any grave or group of graves, any mausoleum crypt or group of crypts or any columbarium niche or group of niches meant to temporarily hold the deceased human remains of a person until a permanent place of burial can be arranged.
- 1.90 The term “Scattering” means removal of human remains from their container for the purpose of scattering the remains in any lawful manner. Since this is contrary to the teaching of the Catholic Church, the Cemeteries will not permit this to occur on its sacred grounds.
- 1.93 The term “Section” means an area within the cemetery consisting of more than one lot established by the cemetery as a subdivision of the overall cemetery for organizational purposes.
- 1.95 The term “Urn” means a receptacle in which cremated remains are placed for final disposition.

## **ARTICLE II**

### **Purpose of Cemeteries**

- 2.10 The Cemeteries are intended for the interment of Catholics and non-Catholics who are entitled to Christian burial according to the rules and disciplines of the Roman Catholic Church. Any question of the burial of a non-Catholic or of any person not entitled to Christian burial according to the rules and disciplines of the Roman Catholic Church, shall be decided exclusively by the Management appointed by the Corporation, and such decision shall be final and binding on the parties.
- 2.20 The Cemeteries are sacred (cf. Code of Canon Law §1205) and are devoted to the burial of the human dead and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of these Rules and Regulation.
- 2.30 Interment Rights within the Cemetery shall be used for no purpose other than for the interment and/or memorialization of human remains.

## **ARTICLE III**

### **Admission to the Cemeteries**

- 3.10 The Management reserves the right to refuse admission to any Cemetery and to refuse the use of any Cemetery equipment or facilities at any time to any person or persons, as the rules, judgment, and tradition may dictate.
- 3.15 The Cemetery Management reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.
- 3.20 Any person entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly appointed representative of the Cemetery.
- 3.25 A copy of these Rules and Regulations shall be made available for inspection at the Cemetery's office. Owners are entitled to one set, and any amendments, without charge. Copies will be made available to interested persons, and Cemetery Management reserves right to charge for copies at a reasonable cost.

## **ARTICLE IV**

### **Arrangements for Interments, Entombments and Inurnments**

- 4.05 Cemetery Management shall have the right to set business hours for its offices. After hours services shall be arranged at the discretion of said Management.
- 4.07 No person shall be permitted to enter or leave the Cemetery except by the public entrance(s), which will be open during such hours as are specified and posted in the Cemetery office.
- 4.10 The Cemetery Management shall have the right to request those wishing to select a lot (plot) or arrange for an interment to call the Cemetery Office in ample time, as determined by the Cemetery Management, to complete arrangements before the closing time of such Cemetery Office. If a Funeral Director or other Agent is representing the lot (plot) holder, the arrangements made by the Agent with Management are binding on said lot (plot) holder.
- 4.12 The person making the cemetery arrangements with the Cemetery and the funeral director, if different, shall designate the applicable Interment Space. This information used by the Cemetery to locate the Interment Space must be available in ample time to allow preparation of the Interment Space. Any change of location made after the Interment Space has been opened for Interment shall be at the expense of the responsible person. The Cemetery shall not be responsible for any acts based upon the representations made by any party designated to provide the location of the interment space.
- 4.15 A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of Interment Right. Every Interment Right shall be subject to (a) all applicable laws and governmental regulations; (b) the Articles of Incorporation and other documents establishing the Cemetery; and (c) all Rules and Regulations adopted by the

Cemetery, as now in force or as hereafter amended or adopted, whether or not as set forth herein. The Certificate of Interment Rights, Purchase Agreement and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between the Cemetery and the Owner, and no statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery. The Owner shall not receive any property, but rather only receives the right to control the interment for that property.

- 4.17 **Warranty and Liability of Person Signing Interment Authorization.** Pursuant to State Law, an individual who signs an authorization for interment of human remains is considered to warrant the truthfulness of any fact set forth in the authorization, the identity of the person for whose remains interment, entombment or inurnment is sought and the individual's authority signing the authorization is personally and individually liable to pay damages in compensation for harm that is caused by or results from the signing of the authorization.
- 4.20 Any person signing the authorization for interment of human remains warrants the truthfulness of any fact set forth in the authorization, the identity of the person whose remains are sought to be interred and his authority to order the interment. He is personally liable for all damage occasioned by or resulting from breach of such warranty.
- 4.30 The Management shall not be liable for any order given by telephone, or any error occurring from want of proper instructions as to the size of the casket (or other burial container), or as to the particular grave or crypt locations where interment is made. The Management reserves the right to make an equitable charge whenever labor costs result from such errors.
- 4.40 No organizations or individuals, except those approved by the Ordinary of the Archdiocese, will be permitted to conduct services in any cemetery.
- 4.50 The Management shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or where the Rules and Regulations have not been complied with, or where said Rules and Regulations shall forbid such interment, instructions regarding the location of a lot or crypt cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified. In such cases Management reserves the right to either place the body in a receiving vault until full rights have been determined or return it to the funeral home. All protests must be in writing and filed in the Cemetery Office.
- 4.60 The Cemetery Management may prohibit any Interment within the cemetery if the management has not received a duly executed written authorization from the Owner or Owners of the Interment Rights and the next-of-kin of the deceased or their respective authorized representative(s).
- 4.65 The Cemetery Management shall assume at all times that the Owner acquired his or her Interment Rights for the Interment of the purchaser or members of his or her family. Unless otherwise directed in writing, the management will permit the Interment of someone other than the Owner only upon proof of eligibility or ownership or as set forth below.
- a. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy shall immediately vest in the survivor or survivors, subject to the vested Interment

Rights of the remains of the deceased joint tenant.

- b. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for interments, memorializations, etc. with respect to the Interment Rights of the Owners. Any such designation must be in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior the Cemetery's action.
- c. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights will be deemed to descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the State, subject to the Interment Rights of the deceased and his or her surviving spouse. Each co-Owner shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other co-Owners. Absent an at-need death, co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners.

4.67 Any and all transfers of Interment Rights, whether by conveyance, assignment or Purchase Agreement, are subject to these Rules and Regulations as enacted or amended. All transfers of ownership are subject to a transfer fee that must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. A transfer is not effective until approved and recorded by the Cemetery, and any/all applicable transfer fees are paid. Only the original owner of interment rights has the right to transfer ownership. In the case that the original owner is deceased the Next of Kin all equally share rights to the interment rights.

4.70 The person named in the Certificate of Ownership issued and recorded will be presumed to be the Owner of the Interment Right unless the Cemetery Management approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Ownership.

- a. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Ownership.
- b. Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall revise its records to reflect ownership of Interment Rights in accordance with such Order, so long as the Order clearly identifies Cemetery property.
- c. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state in which the Cemetery is located, subject to the Interment Rights of the deceased and his or

her surviving spouse. Each co-Owner shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other co-Owners. Absent an at-need death, co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners. Absent any other language, the person receiving the Interment Right, and all the heirs, will receive the rights to the interment, including memorialization and disinterment.

- 4.73 The sale or transfer of any Interment Right by any Owner shall not be binding upon the Cemetery unless such sale or transfer shall first be approved in writing by a duly authorized representative of the Cemetery and is in accordance with these Rules and Regulations. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery shall make available to Owners, upon request, necessary forms to affect any sale or transfer of Interment Rights.
- a. Any and all transfers of any Interment Right, whether same be by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist, or which may be hereafter enacted or amended.
  - b. The subdivision of Interment Rights or partition of interment spaces is not allowed without the written consent of the Cemetery Management. No conditional or partial transfer of Interment Rights and no sale or conveyance of an undivided interest therein, except to a person or persons who are already co-Owners, will be permitted.
  - c. Repurchase. It is not the policy of Associated Catholic Cemeteries to repurchase Burial Rights. The Cemetery will render assistance to owners of Burial Rights when a new owner has been obtained by transferring ownership accordingly. The Cemetery will provide the transfer deed to consummate the sale for a nominal fee. No transfer of burial rights is complete unless it is properly recorded by the Cemetery.

## **ARTICLE V**

### **Funeral Service and Interment Procedures**

- 5.10 All funerals on entering a cemetery shall be subject to and comply with the directions of Cemetery Management while they are in the cemetery.
- 5.15 Prior to permitting any interment within the Cemetery, the Cemetery shall require the written authorization duly executed by both the Owner of the Interment Rights (subject to the provisions where co-ownership is involved) and the next-of-kin of the deceased or their respective authorized representative(s). Such authorization shall be on forms provided by the Cemetery. The written authorization may be forwarded to the Cemetery by facsimile transmission if it has been signed before a notary public or, the authorization may be accepted if accompanied by some form of positive identification (for example, a driver's license).

- 5.20 A Burial Transit Permit for each funeral, as prescribed by law, from the city, borough, township, or county authority having jurisdiction of the matter must be presented to the Cemetery before interment is completed.
- 5.25 The Cemetery shall not be liable for obtaining the Burial Transit Permit, or responsible for the accuracy of the data contained in said permit or for the identity of the deceased.
- 5.27 The Cemetery relies upon the identification of the deceased provided by the funeral director conducting the funeral services, next-of-kin or the authorized representative and shall have no obligation to independently establish or verify the identity of the remains to be interred.
- 5.30 Every earth interment shall be enclosed in a concrete grave box, concrete vault or other unit of suitable material approved by the Cemetery Authority. The installation of these outer containers shall be performed by Cemetery personnel or an approved supplier with suitable equipment and ability to perform. All supplier installations will be under the direction of the Cemetery Management.
- 5.33 The Cemetery reserves the right to permit exceptions to the Rule requiring outer containers where the burial is to take place in specially designated sections for infant burials.
- 5.35 Any type of outer burial container not currently used or currently approved by Associated Catholic Cemeteries must be approved by the Cemetery Authority thirty (30) days before use.
- 5.37 The specifications for outer burial containers, memorials and foundations prescribed by the Cemetery Authority are filed in the office of the Cemetery and will be furnished upon request. All outer burial containers, memorials and foundations placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Written approval by an authorized representative of the Cemetery must be secured before any outer burial container, memorial or foundation may be placed or constructed in the Cemetery. The Cemetery Authority reserves the right to reject and prevent the placement or construction of any outer burial container, memorial, foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect. The Cemetery Authority also reserves the right to specify the date and time for any installation by a contractor.
- 5.38 No outer burial container, memorial or foundation shall be placed on or removed from the Cemetery without prior written authorization of both the Owner of the particular interment space and the deceased's next-of-kin, or the respective authorized representative(s), except if and to the extent necessary for purposes of routine maintenance and landscaping.
- 5.40 In the event an outer burial container, memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the Cemetery Management and other appropriate persons as provided herein, the Cemetery reserves and shall have the right, at the Owner's expense, to remove any unauthorized outer burial container, memorial or other object.
- 5.43 The casket may not be opened at any time within a Cemetery without the express permission (and in the presence) of the Management. The Management reserves the right to refuse

permission to anyone to open the casket or touch the body without the consent of the legal representative of the deceased or without a Court Order or an Order from the duly constituted civil authority having jurisdiction. In the event necessity requires, the Management may take appropriate steps to correct any obnoxious or improper condition.

- 5.45 The Cemetery Management reserves the right to require that Human Remains entombed in an above-ground crypt must be embalmed or cremated. The Cemetery Management also may, at its discretion, decide to allow entombments of unembalmed Human Remains if a casket is used and the casket is placed in an outside container acceptable to the Cemetery that is designed and constructed to resist the leakage of body fluids and that addresses other similar concerns. The cost of these containers is the responsibility of the person arranging for the entombment.
- 5.47 Funeral visitations will not be permitted at committal services conducted either at the Cemetery chapel or graveside unless specific permission for same has been granted by the Cemetery.
- 5.50 The interment of cremated remains will be permitted only in accordance with the provisions of Canon Law and Archdiocesan Statutes. The scattering of human remains is contrary to the teaching of the Catholic Church (cf. *Order of Christian Funeral*, #417) and is, therefore, prohibited. Scattering cremated remains anywhere on the sacred grounds of the Catholic cemetery is considered unlawful trespass.
- 5.53 The capacity of each interment, entombment and inurnment right may vary from area to area. Please inquire at cemetery office about the exact dimensions of the interment, entombment, or inurnment right you have purchased.
- 5.55 Flowers must be delivered to the Cemetery in sufficient time to permit arrangements before the funeral arrives. Designs shall conform to Catholic thought and practice.
- 5.60 As a condition for performing any disinterment, the Cemetery requires written authorization signed by the Owner and/or the deceased's next-of-kin or their respective authorized representative on a form approved by the Cemetery Management. No disinterment or removal shall be allowed except with the permission of the Management and with the written authorization of lot (plot) holder and nearest of kin and in accordance with all state and local laws. In certain cases, at the discretion of the Management, permission from the Ordinary of the Archdiocese of Seattle may be required.
- 5.65 The Cemetery shall exercise due care in making disinterments but shall assume no liability for damage to the body, casket, outer burial container, urn or memorial in making a disinterment in accordance with written instructions of the Owner or his duly authorized representative(s). When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the Cemetery's specifications must be furnished by the Owner or next-of-kin for the new interment. When, at the time of reinterment, a new outside burial container is needed, in the opinion of the Cemetery Management, the person arranging for the removal must pay for the replacement outer burial container.
- 5.68 The Cemetery may require that all persons attending an interment or disinterment remain

at a safe distance (as determined by the Cemetery Management) from the interment space during the interment or disinterment process.

- 5.69 The Management shall have the right to designate the hour and manner in which interments, disinterments, and removals will or will not be permitted. All interments, disinterment, and removals shall be subject to the payment of such charges as may be fixed by the Management.
- 5.70 Interments shall not be conducted at the Cemetery on Sundays and on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 5.73 The Cemetery may postpone or reschedule a graveside or other interment service if, in the opinion of the Cemetery's management, too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery (including, but not limited to, epidemic/pandemic, public health guidelines, work stoppage, work slowdown or strike by labor union).
- 5.75 Besides being subject to the Rules and Regulations, all interments and disinterments shall be subject to the orders and laws of the properly constituted authorities of the city, county, state, and federal, including the Regulations of the Department of Health.
- 5.77 If no provision has been made for an interment space for a particular deceased person received by the Cemetery, it may temporarily place the remains received by it in a holding facility, crypt, or other suitable place, subject to any state or local sanitary code requirements. The length of time such remains will be retained by the Cemetery will be the sole judgment of the Cemetery Management. The Cemetery reserves the right to charge a fee for such temporary interment.
- 5.80 Removal, by the heirs, of any remains so that the lot may be sold for profit, is absolutely forbidden.
- 5.85 Only persons employed by Associated Catholic Cemeteries, and only equipment owned by said Corporation and operated by cemetery employees under OSHA regulations, shall be used in making interments, or disinterments, unless Management makes other arrangements.
- 5.87 The Cemetery reserves the right to restrict tents being set or installed at the interment site for committal services when the weather will not permit safe use of a tent.
- 5.90 Associated Catholic Cemeteries and its personnel are not responsible for damages or injuries resulting from defects in burial vaults, concrete boxes and lids thereof when they set or seal said vaults, boxes or lids or maintain the same.
- 5.93 In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all outer burial containers, memorials and foundations which are placed in the Cemetery.

## **ARTICLE VI**

### **Correction of Errors**

- 6.10 The Cemetery reserves and shall have the right to correct any error that may be made in the location of an interment space or placing of an outer burial container, memorial, foundation, or other embellishment within the Cemetery. The Cemetery shall also have the right to correct any inscription errors, including any incorrect name or date either on the memorial, nameplate, urn, or other item. The Cemetery shall have no liability as a result of any error of the type described in this section, other than obligation to correct it.
- 6.20 In the unlikely event of an error in the interment, disinterment, or removal processes, or in the sale and transfer of interment rights or lots (plots), or the placement or design of a memorial, or any other errors, or in the event of any dispute, the liability of Management shall be limited and shall not include general, special, punitive or consequential damages. Management in such an event will be required only to provide corrected service or a change in location of the lot (plot) or a refund of the money paid. Cemetery Management in such cases shall have the right to reinter, to remove remains for relocation, or to take any other corrective action with or without notice or permission.

## **ARTICLE VII**

### **Instructions to Lot (Plot) Holders and Rights of Lot (Plot) Holders**

- 7.05 A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of Interment Right. Every Interment Right shall be subject to (a) all applicable laws and governmental regulations; (b) the Articles of Incorporation and other documents establishing the Cemetery; and (c) all Rules and Regulations adopted by the Cemetery, as now in force or as hereafter amended or adopted, whether or not as set forth herein. The Certificate of Interment Rights, Purchase Agreement and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between the Cemetery and the Owner, and no statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery. The Owner shall not receive any property, but rather only receives the right to control the interment for that property.
- 7.07 The person named in the Certificate of Ownership issued and recorded will be presumed to be the Owner of the Interment Right unless the Cemetery approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Ownership.
- a. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Ownership.

- b. Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall revise its records to reflect ownership of Interment Rights in accordance with such Order, so long as the Order clearly identifies Cemetery property.
- c. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state in which the Cemetery is located, subject to the Interment Rights of the deceased and his or her surviving spouse. Each co-Owner shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other co-Owners. Absent an at-need death, co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners. Absent any other language, the person receiving the Interment Right, and all the heirs, will receive the rights to the interment, including memorialization and disinterment.

- 7.10 Any and all transfers of Interment Rights, whether by conveyance, assignment or Purchase Agreement, are subject to these Rules and Regulations as enacted or amended. All transfers of ownership are subject to a transfer fee that must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. A transfer is not effective until approved and recorded by the Cemetery, and any/all applicable transfer fees are paid. Only the original owner of interment rights has the right to transfer ownership. In the case that the original owner is deceased the Next of Kin all equally share rights to the interment rights.
- 7.11 The Cemetery may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or the Owner shall provide such other documentation as the Cemetery may require. The Cemetery Management reserves the right to charge a fee for any such exchange.
- 7.15 Persons arranging for interments must visit the Cemetery where the Management will aid them in effecting the necessary arrangements. In cases of necessity arrangements may be made via phone, fax, email, or other electronic means approved by the cemetery Management.
- 7.17 The Management reserves the right to specify the terms of purchase of all interment rights in lots (plots) and the manner in which said rights shall be held or exercised.
- 7.18 All agreements for the purchase of Cemetery Interment Rights must be on forms approved and signed by an authorized representative of the Cemetery.
- 7.20 Should the lot (plot) holder fail to carry out the terms of the purchase agreement, the Management may declare said agreement cancelled and all rights of the purchaser in and to the lot (plot) forfeited. In the event of such default the Management reserves, and shall have, the right immediately or at any time thereafter, without notice, at its discretion, to remove to suitable graves, to be chosen by the Management, each of the remains then interred in

- said lot (plot). The Management, further, shall have the right to remove any memorial that may have been placed on said lot (plot).
- 7.25 No coping, curbing, fencing, hedging, borders, or enclosures of any kind shall be allowed around the lot (plot) or around any grave. The Management reserves the right to remove same, without notice, if so erected, planted, or placed.
- 7.30 No vegetation shall be planted on any lot (plot), or anywhere in the cemetery without the prior written consent of the Management. The Management reserves the right to remove same, without notice, if so planted or placed without proper written consent or if, in the opinion of the Management, it should become unsightly, dilapidated, unsafe, or impede normal operations.
- 7.33 The capacity of each interment, entombment and inurnment right may vary from area to area. Please inquire at cemetery office about the exact dimensions of the interment, entombment, or inurnment right you have purchased.
- 7.35 All grave interments shall be made with an outside liner or burial vault constructed in accordance with specifications determined by the Management, except for interments in designated infant sections. Variations of the aforementioned must be deemed appropriate and approved by the Management.
- 7.40 Digging around perimeter of memorials is prohibited and Management is not responsible for damage to memorials when there is evidence of such digging.
- 7.45 The Management reserves the right to permit or authorize the interment of more than one human remains in one grave or crypt. The Management may exercise this right with reference to single crypts or single graves or any section of graves. The lot holder does not have the right to have the remains of more than one deceased person interred in a single interment space without the approval of the Cemetery Management.
- 7.50 Interment of non-Catholics will be permitted in the cemeteries under the conditions required by the regulations of the Archdiocese of Seattle.
- 7.55 The holder of a lot or lots is granted or conveyed only the right of interment of the human remains of one individual for each right of interment and the right of installation of one memorial on each lot. The owner of the right of interment does not possess a fee interest or any other interest in the land itself.
- 7.60 The use of lot (plot) is for the lot (plot) holder or lot (plot) holder's assigns for interment of human remains only, and not for resale or profit. The rights of interment in the unoccupied portion of a lot (plot) may be sold only as determined by the Management and as prescribed by law.
- 7.65 In the event of death of a lot (plot) holder any and all privileges of the lot (plot) holder shall pass to the lot (plot) holder's family in the following manner or as prescribed by law (see RCW 68.32, or any other statute amending the same consistent with Cemetery Rules and Regulations).

RCW 68.32.040 – “If no placement is made in a plot or right of interment, which has been transferred by deed or certificate of ownership to an individual owner, the title descends to the surviving spouse or state registered domestic partner. If there is no surviving spouse or state registered domestic partner, the title descends to the heirs at law of the owner. Following death of the owner, if all remains previously placed are lawfully removed and the owner did not dispose of the plot or right of interment by specific devise or by a written declaration filed and recorded in the office of the cemetery authority, the title descends to the surviving spouse or state registered domestic partner. If there is no surviving spouse or state registered domestic partner, the title descends to the heirs at law of the owner.”

7.67 In the absence of specific written instruction by the owner or interment, entombment or inurnment rights, or whenever the Cemetery cannot with reasonable diligence communicate in writing with the owner’s designated representatives, the Cemetery may inter the remains of any person entitled to interment therein, in any of the unused spaces therein, so as not to delay the funeral; and the Cemetery, its agents and employees shall not be liable in any way.

7.70 Possession of a deed or conveyance is not sufficient evidence of the transfer of a lot from the original holder. Any transfer of any interment right or interest in any lot shall be invalid unless consented to, in writing, by the Cemetery Management and the transfer entered on the Cemetery records. The Cemetery Management may fix a charge for all transfers of ownership in lots, and no transfer shall be effective until all charges are paid. Upon the death of the lot holder, the right of interment shall pass to the heirs as prescribed by law unless the lot holder has disposed of the lot by specific devise in his Will or by a written declaration filed and recorded with the Cemetery Management. The interment right shall not pass by any residue or other general clause of any Will but shall descent to the heirs as though the decedent had died intestate.

- a. Any and all transfers of any Interment Right, whether same be by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist, or which may be hereafter enacted or amended.
- b. The subdivision of Interment Rights or partition of interment spaces is not allowed without the written consent of the Cemetery. No conditional or partial transfer of Interment Rights and no sale or conveyance of an undivided interest therein, except to a person or persons who are already co-Owners, will be permitted.
- c. No transfer of burial rights is complete unless it is properly recorded by the Cemetery.
- d. The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid in full. Cemetery also reserves the right to refuse to transfer or allow the use of an interment right if such transfer or interment would violate the basic Rules and Regulations of the Cemetery.

7.75 An affidavit by a person having knowledge of the facts setting forth the fact of death of the plot holder and the person or persons entitled to the use of the plot pursuant to the Rules and

Regulations, is complete authorization to the Cemetery to permit the use of the unoccupied portions of the plot by the persons entitled to the use of it.

- 7.80 When there are several owners of the rights of interment in a plot, they may designate one or more persons to represent their rights and file written notice of such designation with the Cemetery. In the absence of such notice or of written objection to its so doing, the Cemetery is not liable to any owner for interring or permitting an interment in the plot upon the request or direction of any co-holder of the plot.
- 7.85 The Cemetery Management may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or the Owner shall provide such other documentation as the Cemetery may require. The Cemetery reserves the right to charge a fee for any such exchange.
- 7.90 To preserve the active nature of the Cemetery, any interment space will be deemed abandoned if there is no recorded activity on the lot for a period of one hundred (100) years, or if no un-relinquished right exists in relation to a particular lot. Any lot deemed abandoned may be reclaimed by the Cemetery and disposed of as the Cemetery sees fit, so long as it does not conflict with any current State Laws.

## **ARTICLE VIII**

### **Service Charges and Payments**

- 8.10 The Management shall have a right to fix a charge and time of payment for each interment, disinterment, removal, lot (plot) transferred or released, and for the performance of any other service rendered by the Management; and all work in connection with such service shall be subject to the determination and supervision of said Management.
- 8.20 Any indebtedness due for work performed on a lot (plot) must be paid before an interment in the lot (plot) may be made, or before any memorial may be erected.

## **ARTICLE IX**

### **Right to Replat**

- 9.10 The following rights and privileges are hereby expressly reserved to the Management to be exercised at any time or from time to time for the erection of buildings, or for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for disposal or interment of human dead bodies or other cemetery purpose:
- a. To re-survey, enlarge, diminish, replat, alter in shape or size or otherwise to change all or any part of portion of any cemetery.

- b. To lay out, establish, close, eliminate, or otherwise modify or change, the location of roads, walks, or drives, provided ingress and egress to and from any lot (plot) is preserved or is allocated to the lot (plot) holder.

9.20 The following rights and privileges are hereby expressly reserved to the Management to be exercised at any time or from time to time:

- a. Easements and Rights of Way over and through all of the premises of any cemetery for the purpose of installing, maintaining and operating pipelines, conduits of drains for sprinklers, drainage, electric, or communication lines, or for any other cemetery purpose.
- b. The Cemetery Authority shall have sole and exclusive authority with respect to the planting, sodding, surveying, and improvements within the Cemetery.

9.30 Lots shall be designated by the Cemetery Management on plats filed in the Cemetery Office. The decision of the Cemetery Management as to the location and boundaries of each individual lot is binding on all parties. Lot owners will not be permitted to subdivide any lot without the consent of the Cemetery Management.

## **ARTICLE X**

### **No Easements Granted**

10.10 No easement or right of interment is granted to any lot (plot) holder in any road, drive, alleyways, or walk within any cemetery, but such road, drive, alleyways, or walk may be used as a means of access to the cemetery and its buildings as long as the Management devotes such road, drive, alleyways, or walk to that purpose.

## **ARTICLE XI**

### **Use of Cemeteries**

11.05 Admission – The Cemetery Management reserves the right to refuse admission to any cemetery and to refuse the use of any of the cemetery's equipment or facilities at any time to any person or persons as the rules, judgment, and tradition may dictate.

11.07 Visitors – Visitors within any cemetery shall use only the avenues, roads and walks, unless it is necessary to walk on the grass to gain access to one's lot (plot). The Management expressly disclaims liability for any injuries sustained by anyone violating this rule. All visitors must exercise due care when visiting. Management expressly disclaims liability for any injuries sustained on its property.

11.10 Strangers – Strangers are not permitted to sit or lounge on any of the grounds, graves, or monuments in any cemetery, or in any of the buildings except as allowed by the Cemetery Management.

- 11.12 Trespassers – Only the lot (plot) holder and his/her relatives or friends shall be permitted on a lot (plot) in any cemetery. Any other person thereon shall be considered a trespasser, and the Management shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonable safe condition. Any person on the cemetery grounds or its buildings after the cemetery is closed is considered to be trespassing.
- 11.15 Children – Children under fifteen years of age are not permitted within any cemetery, unless accompanied by proper persons to take care of them.
- 11.20 Animals – Animals are not allowed within any cemetery or its buildings except as allowed by the Cemetery Management. In those cases, the following must be observed: animals must remain on a leash, all animal droppings must be removed and disposed of by the animal's owner, and the animal's owner is responsible for any and all damage or injury caused by the animal.
- 11.25 Maintenance – The general maintenance of the cemetery grounds, designed to improve and maintain the appearance and condition of the cemetery property, shall be the responsibility of the Cemetery. It shall include such items as the upkeep of drives, buildings, fences, storm and seasonal cleanup, raking of leaves, and the general mowing of grass pursuant to mowing routines. Care and maintenance of individual markers, monuments and other memorials is the responsibility of individual license holders, their heirs and assigns.
- 11.27 Interment owners hold no right to remove trees, shrub, or other landscape. If any tree, shrub or plant, by means of its roots, branches, or otherwise, becomes detrimental to the interment space upon which it stands or to any adjacent interment spaces or avenues, or if for any other reason its removal is deemed necessary, the Cemetery Management shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. In the event of any such removal, the Cemetery shall have no obligation to replace the removed tree, shrub or plant. The Cemetery also reserves the right to move/adjust any marker or interment based on the interference or growth of shrub, plant, tree, or roots.
- 11.30 Food – Absolutely no food may be placed on or near any marker, crypt, or niche front within the cemetery. The Cemetery reserves the right to immediately remove any such items from its property. Furthermore, the Cemetery reserves the right to charge the license holder for any infestation, injury or loss that may occur as a result of food placement.
- 11.33 Lawns – Lawns shall not be disturbed for any purpose except under the supervision of the Management.
- 11.35 Ornaments and Flower Vases – The Cemetery Authority reserves the right to regulate the method of decorations of lots (plots) so that uniform beauty and the safety of all may be maintained. The use of balloons, concrete, vigil lights, religious articles, flags (on other than designated holidays) boxes, shells, decorative stones, toys, metal designs, ornaments, vases, glass, plastic, or crockery jars and containers, wood or metal cases, potted plants, breakable containers, etc., shall not be permitted on any lot (plot) and such articles shall be removed by the Management. All flower vases must be installed with the approval of the Management.

- a. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the Cemetery.
  - b. No memorial benches, chairs or like items shall be permitted to be placed upon the Cemetery grounds, unless authorized in writing by the Cemetery.
  - c. The Cemetery is not responsible for any items left behind at Cemetery.
- 11.37 All floral decorations, whether natural or artificial, shall be subject to the Cemetery's written policies as are posted or on file and available for inspection in the Cemetery's office. The Cemetery may remove all floral designs (artificial or natural), flowers, weeds, trees, shrubs, or plants of any kind from the Cemetery as soon as, in the judgment of the Cemetery management, they become unsightly or diseased, or if they do not conform to the Cemetery's policies.
- 11.40 Mausoleum and columbarium decorations shall be limited to such decorations as may be placed in vases provided or available from the Cemetery. The use of live flowers and/or water in vases in chapel mausoleum buildings is prohibited. The use of decorations which are either placed on the floor, or freestanding easels, or on wrought iron stands, or which are attached directly by wire, tape, glue or such similar method, is strictly prohibited.
- 11.43 Additional decorations will be allowed immediately prior to certain holidays (including Memorial Day and Veteran's Day, where United States' flags may be placed on veteran's Interment Spaces to observe Memorial Day and Veteran's Day). The Cemetery will post dates when additional decorations may be placed, and time frame for removal.
- 11.45 Under no circumstances will the Cemetery, Cemetery Authority or Cemetery Management be responsible for any flowers or decorations placed on any lot, grave, crypt or niche nor will they accept liability for the removal of said flowers or decorations.
- 11.47 It is the Cemetery's policy to conduct seasonal clean-up and removal of flowers and decorations. The Cemetery may publish a public notice; however, such notice is a courtesy and the Cemetery is not required to do so.
- 11.50 Motor Vehicles – Automobiles, funeral cars, motorcycles, and trucks must be kept under control at all times and must observe posted speed limits. At no time shall such vehicles drive through the gates or within any cemetery at a speed in excess of 15 miles per hour. Automobiles may not park or come to a full stop before an open grave unless such automobiles are attending the committal at the grave.
- 11.53 Bicycles and Motorcycles – The Management reserves the right to refuse admission to any cemetery of bicycles or motorcycles.
- 11.55 Recreational Equipment – Recreational Equipment, such as skates, skateboards, scooters, go-carts, ATVs, etc., are not allowed within any cemetery or its buildings.
- 11.60 Drones for photography or any other purpose are not permitted without express written permission of the Cemetery Management.

- 11.65 The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over interment spaces for the purpose of passage to and from other interment spaces. Except as may be necessary to gain access to other interment spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.

## **ARTICLE XII**

### **Conduct in the Cemetery**

- 12.05 Any conduct which interferes with the rights of others or which in the opinion of Management detracts from the operation of a cemetery is prohibited.
- 12.07 Idling, loafing, loitering, playing, or any boisterous demonstrations within any cemetery are prohibited.
- 12.10 No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.
- 12.12 The possession or consumption of illegal drugs and alcoholic beverages within the Cemetery is strictly forbidden.
- 12.15 No person or persons, other than law enforcement authorities or Cemetery security personnel, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service, and upon prior approval of the Cemetery Authority.
- 12.17 Camping is prohibited in any cemetery or its buildings.
- 12.20 Except where otherwise expressly permitted by the Cemetery management, all persons are strictly forbidden to fish, hunt, or to feed or disturb the fish, fowl, or other animals within the Cemetery.
- 12.23 Rubbish – Throwing of rubbish on roads, driveways, paths, walks, or any part of the grounds of any cemetery, or in its buildings, is prohibited. Receptacles for waste materials are located at convenient intervals.
- 12.25 Picnicking – The Management reserves the right to prohibit picnicking or partaking of any refreshments by visitors within any cemetery.
- 12.27 Photography – Photography for private (not commercial) use is permitted so long as it does not interfere with the quiet enjoyment of the cemetery by other visitors. Photography in available light is preferred, although flash cameras may be used. External light sources not integral to the camera may not be used. Photography of burials is permitted only with the express permission of the person authorizing the burial, and such permission should be made known to the Cemetery office in advance of the burial. Photography for commercial use is

prohibited, except with the written permission of the Cemetery Management. Requests should be submitted to the Cemetery office.

- 12.30 Flowers and Shrubs – No one shall pluck any flower, or break any branches, or remove, injure, or cut any tree, plant, or shrub – either wild or cultivated – from any part of the Cemetery without specific permission of the Management. Nor shall anyone write upon, deface or damage any memorial, fence or other structure within the cemetery.
- 12.33 Removal of flowers or decorations from another grave is prohibited.
- 12.35 Peddling or Soliciting – No one will be permitted to peddle flowers, plants, or any other article or items, or to solicit the sale of any commodity whatsoever within any cemetery without written permission of the Management and under its direct supervision.
- 12.37 Signs and Advertising – No signs, notices, or advertising of any kind shall be allowed within any cemetery except those placed by the Management.
- 12.40 Improper Assemblages – The Management reserves the right to forbid and prevent assemblages which it deems improper.
- 12.45 Theft/Damage – All memorials, including family mausoleums, monuments, markers or vases are the property of the individual owner. Therefore, any damage to memorials due to weather, acts of God, vandalism, malicious mischief, or theft, are the owner’s responsibility. Please contact your local insurance agency to include your property on your homeowner’s policy.

## **ARTICLE XIII**

### **Grading and Improvements**

- 13.10 The Management reserves the exclusive right to do all grading, landscape work, improvements of any kind, and all care of lots (plots); likewise, to plant, trim, cut, or remove all trees, shrubs, and herbage within any of the cemeteries.
- 13.20 All improvements or alterations of lots (plots) in any cemetery shall be under the direction of, and subject to the approval of, the Management; and, should they be made without its written consent, said Management reserves the right to remove, alter, or change such improvements or alterations at the expense of the lot (plot) holder.
- 13.30 The Management reserves the right to use legally approved chemical applications to beautify the cemetery properties.

## **ARTICLE XIV**

### **Cemetery Hours**

- 14.10 The Management shall have the right to fix the opening and closing hours of each cemetery, cemetery office, and all buildings and to change these hours from time to time, as may be necessary, without notice.

## **ARTICLE XV**

### **Outside Workers**

- 15.10 The Management reserves, and shall have, the right to give authorization to any workers, other than employees of the cemetery, before they may do work in any cemetery. Lot (Plot) holders may have certain work done in accordance with these Rules and Regulations at their own expense upon application to the Management; prices to be agreed upon and paid before said work is done. Proof of payment and proof of insurance shall be provided in advance to Management. Management expressly disclaims liability for any workers not in its employ.
- 15.20 Such Insurance policies shall name the Associated Catholic Cemeteries Corporation and the particular cemetery as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance for any cancellations or material changes of said Insurance coverage or Bond.
- 15.25 The Cemetery expressly reserves and shall have the right to inspect the completed installation of outer burial containers, memorials and foundations installed by contractor(s). An inspection fee shall be paid to the Cemetery, in advance, for these services in accordance with the fee schedule on file in the office of the Cemetery.

## **ARTICLE XVI**

### **Employees**

- 16.10 Authorization of Work – All work performed in the Cemetery shall be done by Cemetery employees, except that outside workmen may perform work permitted under the Rules and Regulations when specifically authorized in writing by the Cemetery Management.
- 16.15 All care and maintenance performed within the Cemetery (including, but not limited to, all landscaping, grading or improvement of any kind) shall be performed by the employees of the Cemetery under the direction of the Cemetery, or someone contracted directly by the Cemetery.
- 16.20 Employees of Associated Catholic Cemeteries are not permitted to do any work for lot (plot) holders except upon the order of the Management but are required to be civil and courteous to all visitors.
- 16.25 Visitors and owners may not hire Cemetery employees nor pay them any monies to perform any services at the Cemetery.
- 16.30 The Management shall have the right to maintain guards if, in its discretion, it deems it necessary, but is under no legal obligation to do so.

## **ARTICLE XVII**

### **Loss or Damage**

- 17.10 The Management disclaims all responsibility for loss or damage beyond its reasonable control, and especially from damage by an act of God, the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond control of the Management, whether the damage be direct or collateral. In the event it becomes necessary to reconstruct or repair any section of lot (plot), including graves or crypts, or any portion of portions thereof in any cemetery, which has been damaged by such causes, the Management shall give 10-days written notice of the necessity for such repair to the lot (plot) holder of record. The notice shall be given by depositing the same in the United States mail, with postage thereon duly prepaid, addressed to the lot (plot) holder of record, at his or her address stated on the books of the Management. In the event the lot (plot) holder fails to repair the damage within a reasonable time, the Management may direct that the repairs be made and charge the expense against the lot (plot) and to the lot (plot) holder of record.

## **ARTICLE XVIII**

### **Lot (Plot) Holder's Change in Address**

- 18.10 It shall be the duty of the lot (plot) holder to notify the Management of any change in his/her post office address. Notice sent to a lot (plot) holder at the last address in the Management's records shall be considered sufficient and proper legal notification.

## **ARTICLE XIX**

### **Care**

- 19.10 The Cemeteries of Associated Catholic Cemeteries, operated as a non-profit Corporation, are "Income Care" cemeteries. All monies are used for cemetery purposes; a portion is set aside for investment, and the proceeds thereof are used to provide general care. "Income Care" is to be understood as that care and maintenance necessitated by natural growth and ordinary wear, and includes cutting of lawns, and the cleaning and maintenance of roadways, walks, and buildings, provided there are sufficient funds for these purposes.
- 19.20 The term "Income Care" shall in no case mean the maintenance, repair or replacement of any memorial placed or erected upon any lot (plot); nor the planting, cutting, watering or care of any privately planted tree or shrub; nor the planting of flowers or ornamental plants; nor the doing of any special or unusual work in any cemetery; nor does it mean the reconstruction of any granite, marble, bronze, or concrete work on any section of the lot (plot), or any portion or portions thereof in any cemetery, injured or damaged by any cause, direct or indirect, beyond the Management's reasonable control.

- 19.30 “Special Care” shall include only those specific services set forth in Special Care agreements with the lot (plot) holders, provided said services are not inconsistent with the purpose for which the cemeteries have been established and are being maintained.

## **ARTICLE XX**

### **Memorials and Rules for Memorial Work**

- 20.05 All Cemetery charges and fees for Interment Rights, memorials, Care, memorial installation inspection fee and other applicable charges and fees must be paid in full before memorial or foundation may be placed on any interment space within the Cemetery. Any such fees are current and available at the Cemetery Office.
- 20.07 Memorial dealers shall abide by all the Rules and Regulations of Associated Catholic Cemeteries.
- 20.10 The Management reserves the right at all times to approve and prescribe the kind, size, design, symbolism, craftsmanship, quality and material of memorials, inscriptions, monuments, or markers placed or to be placed in any cemetery. All memorials are subject to the written approval of the Management prior to the placement, and acceptance or rejection shall be based upon such approval.
- 20.12 Certain portions of the Cemetery have been restricted to designated types of memorials. Information concerning memorials, memorial structures, memorial specifications and other embellishments is available in the office of the Cemetery.
- 20.15 The Cemetery Management reserves the right to establish the number of memorials permitted on any one interment space. Any memorial placed to acknowledge two or more interment spaces must have the express written permission of an authorized representative of the Cemetery, as well as the proper owner and/or legal representative.
- 20.17 The Management also reserves the right to issue under separate cover detailed regulations and instructions pertaining to the kind, size, design, symbolism, craftsmanship, quality, and material of memorials, inscriptions, monuments, or markers to be placed in any cemetery. Said detailed regulations and instructions, and all amendments thereto, are hereby made a part of these Rules and Regulations.
- 2.20 Except where otherwise expressly authorized by the Cemetery, any adornments, permanent vases or portrait frames used on any crypt or niche, must be bronze material and all fittings, adornments, vases, urns, inscriptions, and lettering for crypts or niches are subject to approval by the Cemetery.
- 20.22 If any memorial, structure, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to (a) refuse to authorize the placement of such memorial or object; or (b) if already in place, the Cemetery shall have the right to remove, change or

- correct, at the Owner's expense, any such offensive or improper memorial, object or inscription.
- 20.23 An inspection and any corresponding fee will be charged for every memorial that is set within the Cemetery grounds. This fee will be paid in full before any Memorial may be set.
- 20.25 The Cemetery Authority reserves the right to prohibit the placement of memorial benches or to restrict such benches to certain areas of the Cemetery. No bench may be placed which, in the opinion of the Cemetery's Management, is unsightly or injurious to the appearance of the surrounding area. Every bench shall have a suitable foundation and meet the specifications on file in the Cemetery's office. The Cemetery Management reserves the right to remove any bench which does not comply with this section.
- 20.27 Please consult the Cemetery office before ordering memorials or benches to ensure that any ordered will meet the Cemetery's requirements. Memorials or benches will not be placed if they do not meet the Cemetery's requirements.
- 20.30 Cameo/Dedo pictures are allowed on the Memorials, but it is expected that over time, all photo adornments used on memorials will fade, discolor, and become scratched. The Cemeteries accept no responsibility or liability for the replacement of any photo adornment that becomes faded, discolored, scratched, or becomes detached from the memorial as the result of normal cemetery operations.
- 20.32 Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery reserves the right, in such cases, to make exceptions, suspensions or modifications. Any such temporary exception, suspension or modification shall in no way be construed as affecting the general applications of the Rules and Regulations or serve as a waiver to the enforcement of the Rules and Regulations. Furthermore, the failure of the Cemetery to enforce a Rule or Regulation does not serve as permanent waiver to enforce the applicable Rules and Regulations.
- 20.35 The Management reserves the right to fix the days and hours when any memorial may be delivered to any cemetery including any work that may be performed on any memorial.
- 20.37 All memorial work, or placement or removal of any memorial, shall be on the written order of the lot (plot) holder.
- 20.40 The Cemetery Authority has the right to require all charges for graves, lots, vaults and all other charges to be fully paid prior to the setting of any memorial.
- 20.43 Independent monument dealers or contractors who build memorial foundations are required to comply with specifications and directions established by the Cemetery Management.
- 20.45 A detailed plan and design of all memorials must be submitted to the Management for approval on the form furnished prior to delivery to the cemetery. If the memorial does not conform to the approved plan and design, it will be the sole responsibility of the dealer to correct any errors or deficiencies in workmanship and material.

- 20.47 The location and position in which a memorial is to be placed or erected on a lot (plot) shall be entirely subject to the approval and supervision of the Management.
- 20.50 The Cemetery superintendent or designated Cemetery employee will decide if weather conditions have caused the ground to be too wet for a proper memorial setting or for travel to the site of the Memorial placement.
- 20.52 No memorial extending above the surface of the ground shall be erected on lots (plots) designated as “non-monument lots (plots).”
- 20.55 Non-cemetery employees, in placing or erecting monuments and other structures, or bringing in materials in regard to such work, shall operate as independent contractors, but such work must conform to the regulations made by the Management. All such independent contractors shall be required to show proof of insurance meeting the minimum standards set for independent contractors by the Associated Catholic Cemeteries Corporation. They must also indemnify the Associated Catholic Cemeteries Corporation and the particular cemetery from all liability and loss, either direct or indirect, resulting from their activities. In addition, they are required to carry all Workers Compensation coverage as required by law and show proof of such coverage.
- 20.57 The Cemetery Management reserves and shall have the right to inspect the completed installation of any memorial, memorial foundation or outer burial container performed by contractor(s) and determine that the installation was performed completely and in accordance with the Cemetery’s specifications and installation requirements. If the Cemetery determines that the installation was not completed or properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the Cemetery be expeditiously corrected. If any deviation is not immediately corrected, the Cemetery may make such corrections and charge the Owner for such remedial work. If it is not possible or practical to correct the deviation, the Cemetery may, in its discretion, remove the installation. Any contractor who willfully violates the Rules and Regulations, specifications or installation requirements of the Cemetery shall be prohibited from performing any further work in the Cemetery.
- 20.60 The Cemetery will not be responsible for Memorials or Benches that are rejected for installation because they do not meet the required specifications.
- 20.63 The Cemetery’s obligation in the event of defective workmanship or defective materials, furnished or performed by the Cemetery, in the connection with outer burial containers, memorials or foundations, or the installation thereof, shall be limited to replacement, repair or correction of such materials or installation. The Cemetery shall not be responsible for any defects in material or defect in workmanship, errors or omissions, relating to outer burial containers, memorials or foundations purchased from and/or installed by persons or entities other than the Cemetery.
- 20.65 All Memorials set will be level and in a straight line in accordance with the development of each section.
- 20.67 Upright Monuments, Benches or other Monument type structures are only permitted in specifically designated areas of the Cemetery and must be authorized prior to installation.

An upright monument right must have been purchased from the cemetery and paid in full prior to installation. Upright Monuments and Benches are required to be made of granite and must have a base. Park style benches are not permitted. Permanent benches must be of similar type and style to those that are currently installed in the Cemetery. The Cemetery Management reserves the right to approve the style and type of bench to be installed in the Cemetery.

- 20.70 Non-cemetery workers, in placing or erecting monuments, building foundations and other structures, are prohibited from scattering their material over adjoining lots (plots), or from blocking roads or walks, or from leaving their material on the grounds longer than is absolutely necessary, or from attaching ropes to trees or shrubs. When any heavy material is to be moved over lawns, planks must be laid to prevent damage and/or injury.
- 20.73 Damage done to lots (plots), walks, drives, trees, shrubs, or other property by non-cemetery workers, dealers, or contractors, or their agents, may be repaired by the Management; and cost of such repairs shall be charged to the dealer or contractor, or his principal.
- 20.75 The Management reserves the right to stop all work of any nature when, in its opinion, proper preparations have not been made; or when work is being done in such a manner as to endanger life or property; or when work is not being executed according to specifications; or when any reasonable request on the part of the Management is disregarded; or when any person employed on the work violates any rule of the Management.
- 20.80 While the Management will exercise all possible care to protect raised lettering, carving, or ornaments on any memorial or other structure, on any lots (plots), it shall not be responsible for damage or injury thereto.
- 20.85 The Management reserves, and shall have, the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in any cemetery.
- 20.90 Should any memorial, mausoleum, or tomb become unsightly, dilapidated, or a menace to the safety of persons within the cemetery, the Management shall have the right, after 30-days' notice to the lot (plot) holder of record, whether to correct the condition or to remove the same, in either case at the expense of the lot (plot) holder.
- 20.95 Soliciting memorial sales or memorial work by outside vendors within any cemetery is not permitted without prior review and express permission in advance from the Management.

## **ARTICLE XXI**

### **Private Mausoleums, Columbariums and Tombs**

- 21.05 The Cemetery may, in its sole discretion, designate certain portions and sections of the Cemetery to be used for the placement of private mausoleums, family mausoleums, private columbariums, family columbariums, Exclusive Estates mausoleums, estate monuments, cremations benches or memorial benches. In the event of such designation, no other area of the Cemetery may be used for placement of these mausoleums or benches without the

express written permission of the Superintendent of the Cemetery. All mausoleums columbariums or benches shall be placed as prescribed by the Cemetery to conform to the general plan of the Cemetery and in accordance with specifications on file in the office of the Cemetery.

- 21.10 Mausoleums, columbariums or tombs, either wholly or partially above ground, shall be constructed only in plots designated for them. Plans, specifications, material and location in the lot (plot) of such mausoleum, columbarium or tomb shall be subject to the approval of the Management. The Management reserves the right to require that an endowment for future maintenance of mausoleum, columbarium or tomb be deposited with it, said endowment to be of a size specified by the Management.
- 21.15 Specifications for any private mausoleum must include a color rendering of all sides and details, list of materials, and engraving.
- 21.20 No walkways, patios, or other appurtenant structure will be permitted on the ground surrounding a mausoleum, columbarium or tomb other than those specifically approved at the time of contract and construction. No additions or changes will be allowed after the specifications and foundations plan for a mausoleum, columbarium or tomb have been submitted and approved.
- 21.25 Landscaping and upkeep are the responsibility of the lot (plot) holder/mausoleum/columbarium owner unless an endowment has been established for said upkeep.
- 21.30 When interment is made in a private mausoleum, the crypt shall be properly sealed, subject to approval of the Management. The entombment must be made in an approved casket which complies with the regulations of the controlling Department of Health.

## **ARTICLE XXII**

### **Community Mausoleums**

- 22.10 Entombment must be made in an approved casket which complies with the regulations of the controlling Department of Health and the cemetery Management.
- 22.20 The Management reserves the right to issue under separate cover detailed regulations concerning the use of Community Mausoleums. Such regulations may include, but are not limited to the decoration of crypts; the size, quantity, type, and placement of lettering on crypts, and; the use or non-use of flowers, vigil lights, etc.
- 22.30 Only those flower vases approved and installed by the cemetery Management will be allowed at the site of each crypt. The maximum number of vases provided per crypt will be regulated by the construction of the building.
- 22.40 No vases or planters or floor stands are permitted to be placed on the mausoleum floors or walkways.

## **ARTICLE XXIII**

### **Community Columbariums**

- 23.10 The Management reserves the right to issue under separate cover detailed regulations concerning the use of Community Columbariums. Such regulations may include, but not be limited to the types of urns permitted; the decoration of niches; the size, quantity, type, and placement of lettering on crypts, and; the use or non-use of flowers, vigil lights, etc.
- 23.20 Only those flower vases approved and installed by the cemetery Management will be allowed at the site of each niche. The maximum number of vases provided per crypt will be regulated by the construction of the building.
- 23.30 No vases or planters or floor stands are permitted to be placed on the columbarium floors or walkways.

## **ARTICLE XXIV**

### **Receiving Vaults**

- 24.10 Receiving Vaults in any cemetery may be used for temporary entombments subject to certain Rules and Regulations and as approved by Management. Their facilities are available only when final interment is to follow in a Catholic cemetery.
- 24.15 Receiving Vaults are for temporary use only and subject to deposit and weekly rental payable in advance, and under no circumstances shall a body be considered as interred or entombed by reason of its being placed therein.
- 24.20 The remains of any person who has died of an infectious or contagious disease shall not be placed in a Receiving Vault under any circumstances.
- 24.30 The Management reserves the right, without notice, to remove a deceased person who was temporarily entombed from a Receiving Vault at once and inter any remains when same are not in a state of good preservation, or when the condition of the body renders its interment necessary.
- 24.40 The amount of the deposit, handling charges, and weekly rental rate shall be determined by the Management.
- 24.50 The body shall be removed from the Receiving Vault in any cemetery within a reasonable time, which in no case shall exceed thirty (30) days, unless the Management consents in writing to a longer period.
- 24.55 Upon failure to pay rental, or to make suitable arrangements for the final interment of the remains within thirty days the Management may remove the remains from the Receiving Vault and cause same to be interred in any grave it may select after first having given seven (7) days' notice by deposit of a letter in the United States Post Office with postage thereon

duly prepaid to the person making the placement at the address stated on the Cemetery records, and shall apply the deposit on the expenses it incurs. In the event of such failure or default, the Management is empowered to act as duly appointed agent in obtaining any and all interment or health permits necessary for said removal and interment. As long as the remains are with said Management, this agency shall be coupled with an interest and this power shall be irrevocable.

- 24.60 The Management shall exercise due care in removing caskets or burial cases but shall assume no responsibility for damage of any kind to any casket or burial case incurred while performing the removal.
- 24.70 The Management reserves the right to issue at any time under separate cover detailed regulations and instructions pertaining to Receiving Vaults in any cemetery, or to incorporate specific provisions in any receiving Vault Agreement, and such regulations, instructions, and provisions are hereby made part of these Rules and Regulations.

## **ARTICLE XXV**

### **In General**

- 25.10 The statement of any employee or agent of Associated Catholic Cemeteries shall not be binding upon the Management, except as such statement coincides with the document conveying the right of interment, and with these Rules and Regulations.
- 25.20 These Rules and Regulations shall apply as applicable, to any grave, niche, mausoleum, garden crypt, building or any other section of the cemetery grounds as may now be in existence or which may hereinafter be developed in the Cemeteries.
- 25.30 The Cemetery Management will endeavor to handle and protect any product or merchandise incidental to the use of the interment rights with all reasonable precautions and care that the purchaser may direct. However, the Cemetery Management does not assume any warranty that may be expressed or implied by the seller, agent or manufacturer of caskets, vaults, memorials or other items that are purchased from someone other than Associated Catholic Cemeteries.
- 25.40 The Cemetery Management shall in no way be liable for any delay in the fulfillment of any of its contracts or legal obligations, including, but not limited to, maintenance, care, memorial work or construction which may arise from causes beyond its reasonable control and, especially, from delays caused by the elements, and act of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.
- 25.50 Associated Catholic Cemeteries, through its Management, reserves the right, without notice, to make temporary exceptions, suspensions, or modifications of any of these Rules and Regulations, when, in its judgment, the same appears advisable, and such temporary exception, suspension, or modification shall in no wise be considered as affecting the general application of such Rules and Regulations.

- 25.60 In all matters not specifically covered by these Rules and Regulations, the Management reserves the right to do anything which in its judgment is deemed reasonable in the premises, and such determination shall be binding upon the plot holder and all parties concerned.
- 25.70 The Cemetery Management is hereby empowered to enforce all Rules and Regulations, and to exclude from the property any person violating the same. The Cemetery Management shall have charge of the grounds and buildings, and, at all times, shall have supervision and control of all persons in the Cemetery, including the conduct of funerals, other services, traffic, employees, lot owners and visitors.
- 25.80 Associated Catholic Cemeteries, through its Management, reserves the right at any time and from time to time to change, amend, alter, repeal, rescind or add to these Rules and Regulations or any part thereof, or to adopt any new rule or regulation with respect to its cemeteries or anything pertaining thereto. Any such changes in the Rules and Regulations shall be binding upon all parties without notice.

The above Rules and Regulations were adopted with the approval and consent of legal counsel.

\*\*\*\*\*

The above **RULES AND REGULATIONS** were approved by the Board of Directors of Associated Catholic Cemeteries Corporation at Seattle, WA, on August 7, 2020 with the approval and consent of the Most Reverend Paul D. Etienne, Roman Catholic Archbishop of Seattle.

+ *Paul D. Etienne*

*8/7/2020*

---

Most Reverend Paul D. Etienne, Archbishop of Seattle

(date)

+ *Daniel Mueggenborg*

*8/8/2020*

---

Most Reverend Daniel Mueggenborg, Moderator of the Curia

(date)

*Joe Schick*

*8/7/2020*

---

Joseph Schick, Chief Financial Officer, Chair of the Board of Directors

(date)

*Richard Peterson*

*8/8/2020*

---

Richard Peterson, President, Associated Catholic Cemeteries Corporation

(date)