

RULES AND REGULATIONS

of

ASSOCIATED CATHOLIC CEMETERIES

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

ARCHDIOCESE OF SEATTLE

STATE OF WASHINGTON

Approved January 1, 1999

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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 insure the sacred character of the cemeteries operated by Associated Catholic Cemeteries of the Archdiocese of Seattle 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
Associated Catholic Cemeteries
of the Archdiocese of Seattle

Calvary Cemetery, Seattle, Washington; Holyrood Cemetery, Shoreline, Washington; Gethsemane Cemetery, Federal Way, Washington; St. Patrick Cemetery, Kent, Washington; collectively known as Associated Catholic Cemeteries of the Archdiocese of Seattle as officially constituted January 1, 1999.

For the mutual protection and benefit of lot owners, and the cemeteries of Associated Catholic Cemeteries as a whole, the Director of Cemeteries, in consultation with the Management of Associated Catholic Cemeteries, and under the Corporation Sole of the Most Reverend Archbishop of the Archdiocese of Seattle 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 Management of Associated Catholic Cemeteries or the Archdiocese of Seattle 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.

ARTICLE I

Definitions

- 1.10 The term “Cemetery Authority” shall mean the Roman Catholic Archbishop of Seattle, a Corporation Sole, and the person or persons duly appointed by the Corporation Sole for the purpose of conducting and administering the Cemeteries known as Calvary Cemetery, Holyrood Cemetery, Gethsemane Cemetery, and St. Patrick Cemetery (referred to as Associated Catholic Cemeteries) owned and operated by said Corporation Sole.
- 1.15 The term “Cemetery Management” shall mean the person or persons duly appointed by the Ordinary of the Archdiocese of Seattle for the purpose of conducting and administering the cemeteries owned and operated by Associated Catholic Cemeteries of the Archdiocese of Seattle.
- 1.20 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.
- 1.25 The term “Care” shall mean the general care of the cemeteries as herein defined.
- 1.30 The term “Cemetery” as used herein shall mean the burial ground relating to the grounds and buildings commonly known as Associated Catholic Cemeteries of Seattle (Holyrood 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 and facilities incidental to the operation of Associated Catholic Cemeteries.
- 1.35 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.
- 1.40 The terms “Right of Interment”, “Interment Right”, 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.
- 1.45 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.
- 1.50 The term “Lot” (Plot) shall include and apply to one or more than one adjoining grave, or one or more than one adjoining crypt or niche.
- 1.55 The term “Grave” shall mean a space of ground in a cemetery used, or intended to be used, for the burial of human remains.
- 1.60 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.
- 1.65 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.
- 1.70 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.
- 1.75 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.
- 1.80 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.

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 Archbishop, and such decision shall be final and binding on the parties.

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.

ARTICLE IV

Arrangements for Interments

- 4.10 The Management shall have the right to request those wishing to make a selection of a lot (plot), or arrange for an interment, to call at the Cemetery Office in ample time to complete arrangements before 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.
- 4.20 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.

ARTICLE V

Interment Procedures

- 5.10 All funerals on entering a cemetery shall be subject to and comply with the directions of Management while they are in the cemetery.
- 5.20 A Burial Transit Permit for each funeral, as prescribed by law, from the city, borough, or township authority having jurisdiction of the matter must be presented to the Management before interment is completed.
- 5.25 The Management 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.
- 5.30 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.
- 5.35 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.
- 5.40 The casket may not be opened at any time within a cemetery without the express permission (and 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 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.
- 5.50 The interment of cremated remains will be permitted only in accordance with the provisions of Canon Law and Archdiocesan Statutes.
- 5.60 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 with proper legal procedure. In certain cases, at the discretion of the Management, permission from the Ordinary of the Archdiocese of Seattle may be required.

- 5.65 The Management shall exercise due care in making a requested disinterment and removal, but it shall assume no liability for the damage to any casket, burial container, or memorial incurred in making the disinterment and removal. 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 container.
- 5.70 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.
- 5.75 Besides being subject to the Rules and Regulations, all interments and removals 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.
- 5.80 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 Association and operated by cemetery employees under OSHA regulations, shall be used in making interments, or removals, unless Management makes other arrangements.
- 5.90 The Cemetery Association 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.

ARTICLE VI

Correction of Errors

- 6.10 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

- 7.10 Persons arranging for interments must visit the Cemetery where the Management will aid them in effecting the necessary arrangements.

- 7.15 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.
- 7.20 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.
- 7.35 All grave interments shall be made with an outside liner or burial vault constructed in accordance with specifications determined by the Management, except in interments requiring an outside case of less than fifty-four (54) inches in length. 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 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).
- 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.
- 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 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 unrelinquished 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.

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 pipe lines, conduits of drains for sprinklers, drainage, electric, or communication lines, or for any other cemetery purpose.
- 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 Cemetery

- 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.
- 11.10 Visitors – Visitors within any cemetery shall use only the avenues, roads and walks, unless it be 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.
- 11.20 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.
- 11.30 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.
- 11.40 Children – Children under fifteen years of age are not permitted within any cemetery, unless accompanied by proper persons to take care of them.
- 11.50 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.
- 11.60 Lawns – Lawns shall not be disturbed for any purpose except under the supervision of the Management.
- 11.70 Ornaments and Flower Vases – The right is reserved to regulate the method of decorations of lots (plots) so that uniform beauty may be maintained. The use of boxes, shells, decorative stones, toys, metal designs, ornaments, vases, glass, plastic, concrete, vigil lights, 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.

- 11.75 Under no circumstances will the Cemetery, Cemetery Authority or Cemetery Management be responsible for any flowers or decorations placed on any lot, nor will they accept liability for the removal of said flowers or decorations.
- 11.80 Motor Vehicles – Automobiles, funeral cars, 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 in attendance at the funeral.
- 11.90 Bicycles and Motorcycles – The Management reserves the right to refuse admission to any cemetery of bicycles or motorcycles.
- 11.95 Recreational Equipment – Recreational Equipment, such as skates, skateboards, scooters, go-carts, etc., are not allowed within any cemetery or its buildings.

ARTICLE XII

Conduct in the Cemetery

- 12.10 Idling, loafing, loitering, playing, or any boisterous demonstrations within any cemetery are prohibited.
- 12.15 Camping is prohibited in any cemetery or its buildings.
- 12.20 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.
- 12.30 Picnicking – The Management reserves the right to prohibit picnicking or partaking of any refreshments by visitors within any cemetery.
- 12.40 Flowers and Shrubs – No one shall pluck any flower, or break any branches, or remove, injure, or cut any tree, plant, or shrub without specific permission of the Management. Nor shall anyone write upon, deface or damage any memorial, fence or other structure within the cemetery.
- 12.45 Removal of flowers or decorations from another grave is prohibited.
- 12.50 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.
- 12.60 Signs and Advertising – No signs, notices, or advertising of any kind shall be allowed within any cemetery except those placed by the Management.

- 12.70 Improper Assemblages – The Management reserves the right to forbid and prevent assemblages which it deems improper.

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.

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.
- 16.20 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.

- 16.30 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-day 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 Associated Catholic Cemeteries' cemeteries, operated by the Corporation of the Catholic Archbishop of Seattle, 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

- 20.10 Memorial dealers shall abide by all the Rules and Regulations of Associated Catholic Cemeteries.
- 20.15 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.
- 20.20 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.
- 20.25 The Management reserves the right to fix the days and hours when any memorial may be delivered to any cemetery.
- 20.30 All memorial work, or placement or removal of any memorial, shall be on the written order of the lot (plot) holder.
- 20.35 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.
- 20.40 Independent monument dealers or contractors who build memorial foundations are required to comply with specifications and directions established by 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.
- 20.50 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 shall be under the supervision of the Management.

- 20.55 No memorial extending above the surface of the ground shall be erected on lots (plots) designated as "non-monument lots (plots)."
- 20.60 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 with 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 Archdiocese of Seattle. They must also indemnify the Archdiocese of Seattle and Associated Catholic Cemeteries 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.
- 20.65 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 injury.
- 20.70 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 within any cemetery is not permitted without permission of the Management.

ARTICLE XXI

Private Mausolea and Tombs

- 21.10 Mausolea 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 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 mausolea or tomb be deposited with it, said endowment to be of a size specified by the Management.
- 21.20 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.
- 21.30 No walkways, patios, or other appurtenant structure will be permitted on the ground surrounding a mausoleum. No additions or changes will be allowed after the specifications and foundations plan for a mausoleum have been submitted and approved.

ARTICLE XXII

Community Mausolea

- 22.10 Entombment must be made in an approved casket which complies with the regulations of the controlling Department of Health.
- 22.20 The Management reserves the right to issue under separate cover detailed regulations concerning the use of Community Mausolea. Such regulations may include, but not be 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.

ARTICLE XXIII

Receiving Vaults

- 23.10 Receiving Vaults in any cemetery may be used for temporary entombments subject to certain Rules and Regulations. Their facilities are available only when final interment is to follow in a Catholic cemetery.

- 23.15 Receiving Vaults are for temporary use only and subject to a weekly rental, and under no circumstances shall a body be considered as interred or entombed by reason of its being placed therein.
- 23.20 The remains of any person who has died of an infectious or contagious disease shall not be placed in a Receiving Vault.
- 23.30 The Management reserves the right, without notice, to remove 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.
- 23.40 The amount of the deposit, handling charges, and weekly rental rate shall be determined by the Management.
- 23.50 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 to a longer period.
- 23.55 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.
- 23.60 The Management will exercise due care in making a removal, but shall assume no responsibility for damage to any casket or burial case incurred in making the removal.
- 23.70 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 XXIV

In General

- 24.10 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.
- 24.20 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.

- 24.25 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.
- 24.30 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.
- 24.40 Associated Catholic Cemeteries, Archdiocese of Seattle 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.
- 24.50 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.
- 24.60 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.
- 24.70 Associated Catholic Cemeteries, Archdiocese of Seattle, 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 approved by the Board of Managers of Associated Catholic Cemeteries of the Archdiocese of Seattle at Shoreline, WA, on Feb. 25, 1999 with the approval and consent of the Most Reverend Alexander J. Brunett, Roman Catholic Archbishop of Seattle.

+Alexander J. Brunett

January 14, 1999

Most Reverend Alexander J. Brunett, Archbishop of Seattle

(date)

Richard Peterson

February 25, 1999

Richard Peterson, Director of Cemeteries

(date)

Mark Simard

February 25, 1999

Mark Simard, Superintendent, Holyrood Cemetery

(date)

Martin D. Murphy

February 25, 1999

Martin Murphy, Superintendent, Calvary Cemetery

(date)

Faye McClain

February 25, 1999

Faye McClain, Manager, Gethsemane Cemetery and St. Patrick Cemetery

(date)

Debbie Cammarano

February 25, 1999

Debbie Cammarano, Associated Catholic Cemeteries' Accounting Supervisor

(date)