

BYLAWS, RULES AND REGULATIONS

Saint Joseph Cemetery

448 Donald Street

Bedford, NH 03110

Telephone: 603-622-9522

Authority for Publication & Enforcement

The following Bylaws, Rules and Regulations are enacted under authority granted by Article XXIV, paragraph 5, of the Cemetery Rules and Regulations of the Diocese of Manchester. They are intended for the benefit of all lot (plot) holders, and to insure their Right of Quiet Enjoyment as described in the Revised Statutes, Annotated, of the State of New Hampshire. These Bylaws, Rules and Regulations build on and extend those of the Cemetery Rules and Regulations of the Diocese of Manchester. In the event the two should conflict, the resolution decided upon by the Roman Catholic Bishop of Manchester or his duly appointed representative shall be final and binding on all parties.

We strive to make Saint Joseph Cemeteries, both Old and New, places of prayer and reverent, joyful remembrance. Our Bylaws, Rules and Regulations provide the basis for achieving this atmosphere. We count, further, on the cooperation and consideration of our lot holders and visitors in maintaining our cemeteries as worthy resting places and objects of civic pride.

Saint Joseph Old Cemetery

276 Donald Street

Manchester, NH 03102

(Administrative offices at Saint Joseph New Cemetery)

Saint Joseph New Cemetery

448 Donald Street

Bedford, NH 03110

603-622-9522

PREAMBLE

Saint Joseph Cemetery is a corporal work of mercy administered by the pastor of Saint Joseph Cathedral in the name of the Roman Catholic Bishop of Manchester, New Hampshire. It serves the Church in particular and society in general in many ways. In common with public and other private cemeteries, it gives families a place to grieve, serves the public health, preserves history, and lifts the spirits of those who mourn. In addition to the roles it shares with other burial places, however, a Catholic Cemetery serves three distinct purposes:

- To call the Living to **pray for the salvation - *the eternal happiness* - of the Dead;**
- To sanctify the resting places of the faithful departed, who await the resurrection of their bodies and reunion with us in Christ Jesus;
- To focus the hearts and minds of the living on the Glory of God made manifest in the lives of those "who have gone before us marked with the sign of faith" (*from Eucharistic Prayer I*).

As Catholics, or as the heirs, families and friends of Catholics, we carry out these three missions while we wait joyfully for the arrival of that promised day when

"... God will wipe every tear from their eyes, and there shall be no more death or mourning, wailing or pain,
(for) the old order has passed away."

REVELATION: 21:4 (NAB)

Article I: Definitions

ADMINISTRATOR shall mean the pastor of Saint Joseph Cathedral, who by his canonical appointment as pastor of the Cemetery's host parish, is also the canonical and legal administrator of Saint Joseph Cemetery.

MANAGEMENT shall mean the person or persons duly appointed by the Bishop of Manchester, and, on his authority, by the pastor of Saint Joseph Cathedral, for the purpose of conducting and administering Saint Joseph Cemetery.

BURIAL (interment) shall mean either earth interment or entombment.

CARE shall mean that care of the cemeteries herein defined.

CEMETERY shall mean Saint Joseph Cemetery: specifically, all the property for earth burials, existing tombs, any future mausoleums for crypt entombments or columbaria for urn burials, or any other property designated for use by or in conjunction with Saint Joseph Old Cemetery or Saint Joseph New Cemetery. (*See Saint Joseph Cemetery, below*).

CEMETERY OFFICE refers to the administration building at 448 Donald Street, Bedford, NH 03110, or to such future location as may be selected by Management as the normal place of business of St. Joseph Cemetery.

CREMATED REMAINS (cremains) are human remains after the process of cremation has been completed.

CRYPT shall mean a space of sufficient size in a mausoleum, underground or above ground vault, used or intended to be used to entomb human remains.

DEEDS are not issued by the cemetery. (See *License for Use of Burial Lot.*)

DIOCESE is the Roman Catholic Diocese of Manchester, New Hampshire.

ENTOMBMENT or Receiving Tomb shall herein mean temporary storage in a vault pending spring burial; or burial above ground in a mausoleum or columbarium crypt.

GRAVE shall mean a space of ground in the cemetery used or intended to be used for the burial of human remains.

INTERMENT shall mean either earth burial or entombment.

LICENSE FOR USE OF BURIAL LOT grants only the privilege of interment or entombment as defined above and is not to be construed as a deed to the land itself. It does not convey any right, title or interest in or to the land or structures themselves.

LOT (PLOT) shall include and apply to one or more than one adjoining grave, or one or more than one adjoining crypt.

LOT HOLDER (PLOT HOLDER) shall include any person or persons who have purchased a License for Use of Burial Lot, or who hold same by right of inheritance or valid transfer.

MAUSOLEUM shall mean a structure used for aboveground crypt entombments.

MEMORIAL shall include monument, tombstone, headstone, grave-marker, or tablet, or inscription on crypt or fonts, for one or more deceased persons.

NICHE shall mean a space in a columbarium of sufficient size to be used to entomb human cremains.

ORDINARY shall mean The Roman Catholic Bishop of The Roman Catholic Diocese of Manchester, New Hampshire.

REPLAT means the renumbering or re-designation of land parcels; the adjustment, enlargement or diminishment of such parcels; or the reorientation of boundaries; or other definitions as prescribed by law.

SAINT JOSEPH CEMETERY shall mean the legal and canonical entity responsible for the governance and operation of Saint Joseph Old Cemetery and Saint Joseph New Cemetery, collectively, and all the properties belonging to or residing on them. (See *Cemetery*, above.)

Article II:

Purpose of the Cemetery

Saint Joseph Cemetery is intended for the interment of Catholics who are entitled to Christian Burial according to the rules and discipline 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 discipline of the Roman Catholic Church, shall be decided exclusively by the Administrator, and such shall be final and binding on the parties.

Article III:

Admission to Cemetery

The Management reserves the right to admit or refuse admission to the cemetery and shall permit or 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 as determined in the sole and absolute discretion of the Management.

Article IV:

Eligibility for Burial

- A. Only persons eligible for burial in Roman Catholic Cemeteries may be interred in Saint Joseph Cemetery.
- B. Eligibility for burial in Saint Joseph Cemetery shall be determined by and in conformity with the norms of Canon Law of the Roman Catholic Church and the laws and disciplines of the Roman Catholic Faith, now or hereafter existing in respect to the government of Saint Joseph Cemetery, as construed by the Ecclesiastical Authorities of the Diocese of Manchester.
- C. The Management reserves the right to demand written evidence of eligibility for burial in these cemeteries according to the norms of Canon Law of the Roman Catholic Church and the rules and discipline of the Roman Catholic Faith.

Article V:

License for Use of Burial Lot

- A. The License for Use of Burial Lot grants only the right or privilege of burial to the lot (plot) holder and not title or any other interest in and to any land or structures themselves.
- B. The ownership of the License for Use of Burial Lot shall not be assignable or transferred without prior written approval of the Management. This approval shall be in the sole and absolute discretion of the Management.

Article VI:

Arrangements for Interments

- A. Those wishing to select a lot (plot) or to arrange for an interment shall call at the Cemetery Office during its posted business hours and in ample time to complete arrangements before close of business on the last work day prior to interment.
- B. Arrangements made by a Funeral Director or other Agent acting on behalf of a lot (plot) holder are binding on the said lot (plot) holder.
- C. No organization except those approved by the Ordinary of the Diocese will be permitted to conduct services in the Cemetery.

- D. The Management shall not be liable for any order given by telephone, or for any error occurring for want of proper instructions as to the size of the casket, or as to the particular grave or crypt locations where interment is to be made. The Management reserves the right to make an equitable charge whenever such errors result in additional costs.
- E. The Management shall be in no way liable for any delay in interment of a body or cremains where a protest to the interment has been made, or where the rules and regulations shall forbid interment; and further, said Management reserves the right, under such circumstances, to place the body or cremains in a receiving vault until full rights have been determined. The Management reserves the right to insist that any protest be made in writing and filed with the Cemetery Office.

Article VII: Interment Procedures

- A. All funerals entering the Cemetery shall be under the exclusive charge and sole direction of the Management.
- B. A burial permit from the city, county or state authority having jurisdiction of the matter must be presented to the Management before each and every interment of human (c)remains.
- C. The management shall not be liable for the burial permit, or responsible for the accuracy of the data contained in said permit, or for the identity of the person to be interred.
- D. At no time may any casket be opened within the Cemetery without the express permission of the Management. If and when such permission is granted, no one shall open any casket except in the presence of the Management. The Management reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of a 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 it, the Management may take appropriate steps to correct any obnoxious or improper behavior.
- E. The interment of cremated remains will follow the same prescriptions as those for a full body burial. All of the dignity and solemnity normally accorded to the interment of human remains, including the prayers at the grave or columbarium, are to be afforded to those who choose cremation. The cremated remains must be placed in a sealed urn or container before burial.
- F. No disinterment or removal shall be allowed except with the permission of the Management and with the written authorization of the lot (plot) holder and nearest of kin, and with proper legal procedure. In certain cases, at the discretion of Management, permission from the pastor of Saint Joseph Cathedral may be required.
- G. The Management shall exercise due care in making a disinterment or removal, but shall assume no liability for damage to any casket, burial case or memorial incurred in making the disinterment or removal.

- H. 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, disinterments and removals shall be subject to the payment of such charges as may be fixed by the Management.
- I. Besides being subject to the Bylaws, Rules and Regulations of Saint Joseph Cemetery, all interments and removals shall be subject to the orders and laws of the properly constituted authorities of the town, city, county, and state, including the regulations of the Department of Health.
- J. Unless the Management makes other arrangements, only persons employed by the Cemetery and only equipment owned by the Cemetery shall be used in making interments or removals.
- K. Cemetery personnel will not be held responsible for damages or injuries resulting from defects in burial vaults, concrete cases or the lids thereof.

Article VIII: Committal Services

- A. Committal services are distinguishable from funeral services by their brevity. They resemble funeral services in some particulars, but are meant as the conclusion to prior, longer rituals of farewell. They are not a substitute for them.
Saint Joseph Cemetery permits committal services of up to but not more than fifteen minutes duration. Funeral services are not permitted within the Cemetery precincts.
- B. The Rite of Committal from the Order of Christian Funerals as approved by the United States Conference of Catholic Bishops and confirmed by the Apostolic See, or the comparable Rites of Committal of Churches in communion with the Apostolic See, are the normal and accepted graveside ceremonies at Saint Joseph Cemetery.
- C. Other rites and pious observances of the Roman Catholic Church or of Churches in communion with the Apostolic See are accepted at Saint Joseph Cemetery at times and in locations to be determined by and in the sole discretion of the Management.
- D. Eulogies or other additions to or departures from the Rite of Committal are not permitted except with the approval of the Management.
- E. Military honors may be rendered and other civic ceremonies carried out as part of the Rite of Committal with the prior approval of the Management. Only organizations approved by the Ordinary of the Roman Catholic Diocese of Manchester may render military honors or carry out civic ceremonies.
- F. Ministers and laity of other Christian churches may conduct their respective committal rites at Saint Joseph Cemetery with Management's prior approval.
- G. Ministers and laity of other faiths, or those professing no religious faith, may, with Management's prior approval, pay public respect to their dead when these are laid to rest at Saint Joseph Cemetery. Certain additional restrictions apply.

- H. The decision of the Management with respect to the permissibility of Non-Catholic or Non-Christian rites and remarks is final and binding on all parties.
- I. In the event of inclement weather, the Management may, in its sole and absolute discretion, direct that committal services take place indoors in a chapel designated by Management.
- J. Management reserves the right to interrupt, end or otherwise curtail any and all committal services when these or their participants shall, in Management's sole and absolute discretion, abuse or fail to observe the Bylaws, Rules and Regulations of Saint Joseph Cemetery.

Article IX: Correction of Errors

The Management reserves, and shall have, the right to correct any errors in interment, disinterment or removal; or in the description, transfer or conveyance of any rights or lot (plot), either by canceling such conveyance and substituting and conveying in lieu thereof other interment rights or lot (plot) of equal value and similar location, as far as possible, as may be selected by the Management or in the sole discretion of the Management; or by refunding money paid on account of said purchase. In the event any such error shall involve the interment of the remains of any person in any lot (plot), the Management reserves, and shall have, the right to remove and re-inter the remains in such other lot (plot) of equal value and similar location as may be substituted and conveyed in lieu thereof.

Article X: Instructions to Lot Holders and Lot Holders' Rights

- A. The Management reserves the right to specify the terms of purchase of all interment rights in graves, lots (plots), niches or crypts; to fix the number of interments allocated to a grave, lot, niche or crypt; and the manner in which said rights shall be held or exercised.
- B. Should the lot (plot) holder fail to carry out the terms of the purchase agreement, the Management may, after due warning or notice, declare said agreement canceled 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 and at its discretion, to remove to single 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).
- C. 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 the same without prior notice if so erected, planted or placed.
- D. An outer grave box or burial vault is required for each and every interment. Grave boxes, burial or cremation vaults must be constructed in accordance with specifications determined by the Management. Cremated remains must be

placed in a non-biodegradable container or urn. The Management may grant exceptions to this policy when, in its sole and absolute discretion, it deems such an exception to be in the best interest of Saint Joseph Cemetery.

- E. Digging around the perimeter of a memorial is prohibited. The Management is not responsible for damage to a memorial where there is evidence of such digging.
- F. The Management reserves the right to permit the interment of the remains of more than one person in any one grave or crypt. The Management may exercise this right with reference to single crypts or single graves or any section of graves,
- G. Interment of non-Catholics will be permitted in the Cemetery under the conditions set by Canon 1183, Article 3, of the Code of Canon Law, and by the Diocese of Manchester.
- H. The use of a lot (plot) is for the lot (plot) holder or the lot (plot) holder's relatives. The use of a lot (plot) is 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 to the Cemetery Management. The repurchase of such unoccupied lots (plots) or portions thereof is the prerogative of the Management, and is not guaranteed.
- I. Lot (plot) holders may return an unused License for Use of Burial Lot for a refund of the actual amount paid, minus a fifteen percent service charge, provided that the lots (plots) to which the License refers have not been used in whole or in part for any interment. No refund, whole or partial, will be granted for lots (plots) in which interment has been made.
- J. Primary responsibility for the maintenance of records relating to ownership of a lot (plot) or the location and date of burial of any deceased person interred at Saint Joseph Cemetery lies with the lot (plot) holder of record. Records kept by the Cemetery are for use by the Management. Management may, at its discretion and within its means, elect to make all or a portion of the said records available to authorized persons (lot holders of record, next of kin, officers of the court, and others), and may assign charges for this service in accordance with Article XI of these Bylaws, Rules and Regulations. Beyond the provision of an initial License for Use of Burial Lot, the Cemetery is under no obligation and shall not be held liable for the provision of or public access to any of its interment records. In no event is the provision of such access or information to be construed as included in "perpetual care."
- K. In the event of the 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:
 - 1. The spouse of the holder of any lot (plot) containing more than one interment space has a vested right of interment of his/her remains in the lot (plot), which right may terminate upon remarriage, unless the purchase agreement was in the name of both parties.
 - 2. If the lot (plot) holder shall have filed written instructions at the Cemetery Office as to which member or members of his/her family shall succeed to the rights of said lot (plot), Management will recognize and follow

said instructions, subject to the vested right of interment of any surviving spouse, provided that said instructions are definite, reasonable and practical in the sole and absolute opinion of the Management.

3. If no valid or sufficient written instructions shall have been filed, or if valid and sufficient instructions are in conflict with a later will, and the lot (plot) holder has left instructions in said will, duly admitted to probate in a court having jurisdiction thereof (subject, however, to a vested right of interment of a surviving spouse), such instructions shall control, provided they are not in conflict with the Cemetery's Bylaws, Rules and Regulations and provided the Cemetery is furnished with proof of the same.
4. In the absence of valid and sufficient instructions filed by the lot (plot) holder or a duly probated will, the rights of interment shall devolve upon those entitled to succeed thereto under the intestate laws of the State of New Hampshire.
5. In a conveyance to two or more persons as joint tenants, each tenant has a vested right of interment in the lot (plot) conveyed. Upon the death of a joint tenant, the title to the lot (plot) held in joint tenancy immediately vests in the surviving joint tenant or tenants, subject to the vested right of interment of the remains of the deceased joint tenant and the surviving spouse of the joint tenant. If ownership of the lot (plot) cannot be agreed upon, the ownership shall be determined by the Probate Court.
6. A notarized affidavit by a person having knowledge of the facts setting forth the fact of the death of the owner and the name of the person or persons entitled to the use of the lot (plot) is complete authorization to the management to permit the use of the unoccupied portion of the lot (plot) by the person entitled to the use of it.

Article XI: Service Charges and Payments

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.

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 XII: Right to Replat/Resurvey

- A. 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 dead human bodies, or other cemetery purpose:

1. To re-survey, enlarge, diminish, replat, alter in shape or size or otherwise change all or any part or portion of the Cemetery;
 2. 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 reserved or is allowed to the lot (plot) holder.
- B. The following rights and privileges are hereby expressly reserved to the Management to be exercised at any time or from time to time:
1. Easements and rights of way over and through all the premises of the Cemetery for the purpose of installing and operating pipe lines, conduits, or drains for sprinklers, drainage, electric or communications lines, or for any other Cemetery purpose.

Article XIII: No Easements Granted

No easement or right of interment is granted to any lot (plot) holder in any road, drive, alleyway or walk within the Cemetery; but such road, drive, alleyway, 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, alleyway or walk to that purpose.

Article XIV: Use of the Cemetery

- A. **VISITORS** - Visitors within the Cemetery shall use only the avenues, roads and walks unless it becomes 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.
- B. **STRANGERS** - Strangers are not permitted to sit or lounge on any of the grounds, graves or monuments in the Cemetery or in any of its buildings.
- C. **TRESPASSERS** - Only the lot (plot) holder and his or her relatives or friends shall be permitted on a lot (plot) in the Cemetery. Any other person 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 or safe condition.
- D. **CHILDREN** - Children under fifteen (15) years of age are not permitted within the Cemetery unless accompanied by a supervising adult.
- E. **ANIMALS** - Animals are not allowed within the Cemetery or its buildings.
- F. **TURF** - Turf shall not be disturbed for any purpose except under written authorization and supervision of the Management.

G. **PLANTING & LANDSCAPING** - No one shall plant or cause to be planted any tree, shrub, grass or other herbage without the prior written consent of management. Anything so planted will be subject to the terms of Article XVI: Grading and Improvements.

H. **ORNAMENTS AND FLOWER VASES** - The Cemetery reserves the right to regulate the method of decorations of lots (plots) so that:

- a.) uniform beauty may be maintained;
- b.) the safety of employees, lot (plot) owners and visitors may be secured; and
- c.) an atmosphere of reverence and respect may be safeguarded.

To these ends, the use or placement on graves or memorials, or elsewhere within the Cemetery precincts, of ornaments, statues, Christmas decorations, solar energy collectors, strings of lights, boxes, shells, coins, pebbles, gourds or pumpkins, clothing, hats, sports paraphernalia, toys, metal designs, loose vases, glass, plastic, concrete, vigil lights, candles, crockery jars and containers, terra cotta, barriers, wood or metal cases, potted plants, balloons, pinwheels, stuffed animals, plant stands, flag holders, garlands, shepherds' crooks (plant hangers), paper or Styrofoam cups, alcoholic beverage containers, cigarettes or other smoking materials, food, or any other items that, in the sole and absolute discretion of the Management prevent, impede or detract from the beauty, safety and reverent atmosphere of the Cemetery shall not be permitted and any such articles shall be removed by the Management. The Cemetery shall not be liable for these or for any prohibited items, or for any memorial decorations, authorized or unauthorized.

Due to the dangers of fire and vandalism, votive candles are also not permitted. The attachment of any object to any tree or shrub within the Cemetery is strictly prohibited. Restitution for the cost for the removal of such articles or for the replacement or care of trees and shrubs damaged or killed by such articles will be sought from the party or parties responsible when these can be identified. In the event that the responsible party is a Cemetery lot (plot) holder, these costs may be assessed against the lot (plot) holder's account.

Flat Markers - Vases or other protruding objects are not permitted on or in the design of flat-marker memorials.

Decorations are not permitted on flat-marker graves at any time except at Memorial Day. Exception: Wreaths up to 24" in diameter and attached to approved tripods may be placed over flat marker graves at Christmastime with Management's prior approval.

I. **EXCEPTIONS to Article XIV - Paragraph H:**

- 1.) Votive candle holders that were permanently affixed by metal rods or epoxy to authorized, upright stone memorials prior to December 1st, 2008 are permitted with the following restrictions: a.) that they be capped and vented so as to prevent accidental ignition of brush fires, or b.) that they contain battery-operated lights.
- 2.) Management may at any time and from time to time, in its sole and absolute discretion, permit the temporary

display of stuffed animals or certain other prohibited items on or near the burial location of a recently deceased person. Generally this exception will not be granted for a period any longer than thirty (30) days from date of interment or entombment.

- J. **BANDING** – The use of metal banding, wire, or other rigid material to secure decorations to headstones or other memorials is prohibited. Artificial garlands that contain or may contain wire or other rigid materials are prohibited. Banding, wire, cord and cable can all rust, break, and fall to the ground, where they can foul the blades of mowers and cause significant damage and personal injury. The use of rope, twine, or bungee cords is permitted.
- K. **LIABILITY** – The Management shall not be liable for vases, floral pieces, baskets of flowers, or other like items placed on or by graves.
- L. **MEMORIAL DAY FLORAL DECORATIONS** - Floral arrangements or other authorized decorations may be placed seven (7) days before the Federal holiday and must be removed from the Cemetery by June 10th after. These must be placed either a.) on memorials, in accordance with instructions elsewhere in this Article, or, b.) at the foot of and in contact with memorials. No items may be left loose on the surface of lots (plots).
- M. **YEAR-ROUND DECORATIONS** – **Flowers, whether fresh cut or artificial, may be placed year-round in approved granite, marble, cement, or rustproof metal vases and containers, provided that no part of these containers exceeds the authorized dimensions of the memorials on which they are placed.** They must fit completely within the footprint of the memorial's base, and meet all the requirements for Memorials and Memorial Work set out in Article XXIII, below. Flower saddles may be attached by bracket to the top of an upright marker, provided that said saddle does not exceed 24" in height, and does not exceed the length and width of the memorial on which it sits. No items may be left loose on the surface of lots (plots).
- N. **FLAGS** – The Flag of the United States flies at the Sheridan Guards Memorial Altar and at the entrance to the New Cemetery to provide honor to all veterans buried in Saint Joseph Cemetery. Other flags and pennants are permitted according to the following guidelines: Flags may be placed directly on graves for Memorial Day and Veterans Day. Flags are not permitted on graves at any other time. Flags must be of the so-called "parade" or hand-held variety, and may not exceed 8" x 12". They must be flags of nations, states of the United States, or of approved Catholic religious organizations. Flags that meet these criteria may also be placed year-round in approved floral containers (See paragraph M) that have been attached to upright headstones or tombs.
- O. **FUNERAL FLORAL TRIBUTES** - The Cemetery reserves the right to remove all floral pieces immediately following committal services / interment.
- P. **PHOTOGRAPHS** - Photographs of any kind, or other representations of the person interred, are not permitted, with the exception of etchings or cameo memorialization where and as authorized by the Management.

- Q. **EMBLEMS** of non-religious organizations are not permitted on graves or lots (plots). Notwithstanding, the emblems of police and fire departments and branches of the U.S. Armed Forces may be permitted in the sole and absolute discretion of the Management.
- R. **MOTOR VEHICLES** - Automobiles, funeral cars, and trucks must be kept under control at all times. At no time shall such vehicles drive through the gates or within the Cemetery at a speed in excess of 5 MPH. Automobiles may not park or come to a full stop before an open grave unless such automobiles are in attendance at the funeral. Idling is prohibited. All engines must be turned off during committal services. Exceptions may be granted in periods of extreme heat or cold, when air conditioning or heating may be needed.
- S. **BICYCLES & MOTORCYCLES** - The Management reserves the right to refuse admission of motorcycles and bicycles to the Cemetery.
- T. **WATER USAGE** - The use of water spigots is restricted to the watering of plants and flowers.
- U. **GENERAL** - At no time are skating, rollerblading, jogging or other like physical activities permitted in the Cemetery.

Article XV: Conduct in the Cemetery

- A. **GENERAL** - Idling, loafing, loitering, playing, or any boisterous demonstrations within the Cemetery are prohibited.
- B. **RUBBISH** - throwing of rubbish on roads, driveways, paths, walks or any part of the grounds of the Cemetery or in its buildings is prohibited.
- C. **PICNICKING** - Picnicking or partaking of any alcoholic refreshments by visitors within the Cemetery is prohibited.
- D. **PHOTOGRAPHY** - Photographing or filming of committal services and their participants, of interments, or of deceased persons is prohibited.
- E. **FLOWERS AND SHRUBS** - No one shall pick any flower, or break any branches, or remove, injure, or cut any tree, plant, or shrub without specific permission of the Management.
- F. **PEDDLING OR SOLICITING** - No one shall be permitted to peddle flowers, plants, or any other articles, items or services; or to solicit the sale of any commodity whatsoever within the Cemetery.
- G. **SIGNS AND ADVERTISING** - No signs, notices or advertising of any kind shall be allowed within the Cemetery except those placed by the Management.
- H. **IMPROPER ASSEMBLAGES** - The Management reserves the right to forbid or prevent assemblages which it deems improper.
- I. **FIREARMS** - Carrying firearms or any type of deadly weapon onto the Cemetery is prohibited except by a military escort accompanying a veteran's funeral or by law enforcement officers in the exercise of their duties.

Article XVI: Grading and Improvements

- A. 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 the Cemetery.
- B. Any and all trees, shrubs or herbage on Cemetery property, whether purchased and planted by Management, donated by lot (plot) holders or other visitors, or planted illicitly, are the sole and exclusive property of the Cemetery, to be cared for or disposed of in Management's sole discretion.
- C. All improvements or alterations of lots (plots) in the 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.
- D. The use or addition to lot (plot) surfaces of pea gravel, mulch, hay, synthetic seed protectant, or other ornamental or horticultural lawn and garden aids without Management's prior written approval is strictly prohibited.
- E. The Management reserves the right to use legally approved chemical applications to beautify the Cemetery properties.

Article XVII: Cemetery Hours

The Management shall have the right to fix the opening and closing hours of the Cemetery and all buildings.

Article XVIII: Outside Workers

- A. 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 the Cemetery. Lot (plot) holders may have certain work done in accordance with the Bylaws, Rules and Regulations at their own expense upon application to and approval of the Management; prices to be agreed upon and paid for in full before work is done.
- B. Any outside worker/contractor performing work in the Cemetery must provide proof of insurance **with liability coverage of at least one million dollars (\$1,000,000.00) and property coverage of at least one hundred thousand dollars (\$100,000.00) per occurrence. A copy of the current certificate of insurance must be submitted to the Cemetery and approved by the Management prior to any work performed.**
- C. All outside workers must be supervised by the Management.

Article XIX: Employees

- A. Employees of the Cemetery are not permitted to do any work for lot (plot) holders except upon the order of the Management.
- B. Employees are not permitted to receive remuneration from lot (plot) holders; or to perform work for any person or agency other than the Cemetery while on Cemetery grounds or working on Cemetery time.
- C. The Management shall have the right to do additional maintenance of the grounds if in its discretion it deems it necessary, but is under no obligation to do so.

Article XX: Loss or Damage

The Management disclaims all responsibility for loss or damage beyond its reasonable control, and especially from damage caused by an act of God, the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, rebellions, terrorism, riots, order of any militia or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any other cause similar or dissimilar beyond the control of the Management, whether the damage be direct or collateral. In the event it becomes necessary to construct or repair any section of lot (plot), including graves or crypts, or any portion thereof in the Cemetery, which has been damaged by such causes, the Management shall give ten (10) days advance 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 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, after due notice, charge the expense against the lot (plot) holder and to the lot (plot) holder of record.

Article XXI: Lot (Plot) Holder's Change of Address

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 XXII: Care

- A. The Cemetery operated by Saint Joseph Cathedral Parish, a nonprofit corporation, is an "Income Care" cemetery. All monies are used for Cemetery purposes: a portion is set aside for investment and the proceeds 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.

- B. The terms "Income Care" or "Perpetual 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, bronze, or concrete work on any section of the lot (plot), nor any portion or portions thereof in any Cemetery, injured or damaged by any cause, direct or indirect, beyond Management's reasonable control.
- C. "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 Cemetery has been established and is being maintained.
- D. "Special Care" provided by the establishment of an endowment shall be limited to the income received from the investment of the endowment fund with no part of the principal being expended, anything therein stated contrary thereto notwithstanding.
- E. The money received for "Perpetual Care" and "Special Care" endowment funds shall be held in trust and invested as provided by law.

Article XXIII:

Memorials and Rules for Memorial Work

- A. Memorial dealers shall abide by the Bylaws, Rules and Regulations of the Cemetery.
- B. 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 the Cemetery. If symbolism is used, it must be Christian. All monuments are subject to the approval of the Management prior to placement, and acceptance or rejection shall be based upon such approval.
- C. All mausoleums, monuments, headstones or other permanent memorials above ground or in ground must be constructed of first quality marble or granite from producers of material of recognized monumental quality. These must be guaranteed by responsible producers to be equal in quality and finish to accepted samples designated by the Management.
- D. 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 the Cemetery. Said detailed regulations and instructions, and all amendments thereto, are hereby made a part of these Bylaws, Rules and Regulations.

- E. The Management reserves the right to fix the days and hours when any memorial may be delivered to the Cemetery. No memorial work may take place on Sundays.
- F. All memorial work, or placement or removal of any memorial, shall be on the written order of the lot (plot) holder.
- G. Independent monument dealers or contractors are required to comply with specifications and directions supplied by the Management.
- H. A detailed plan and design of all memorials must be submitted to the Management for approval on the form furnished before a permit will be issued. 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.
- I. Management reserves the right to refuse placement of, or to order the removal of, memorials which do not conform to the approved plan and design. Costs arising from the refusal or removal of memorials which do not conform to the approved plan and design are the sole responsibility of the dealer.
- J. 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.
- K. No memorial extending above the surface of the ground shall be erected on lots (plots) designated as Non-Monument or Flat Marker lots (plots). No lettering or figure or symbol may be raised above the outer perimeter of flat markers; they may, however, be v-grooved or sandblasted to suit the tastes of the purchaser. No more than one marker may be placed on any grave.
- L. 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 of the Management.
- M. Non-cemetery workers, in placing or erecting memorials, monuments, building foundations or 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.
- N. Damage done to lots (plots), walks, drives, shrubs, or other property by non-cemetery workers, dealers or contractors, or their agents, may be repaired by the Management; and the cost of such repairs shall be charged to the dealer or contractor, or his principal.
- O. The Management reserves the right to stop all work of any nature when, in its opinion, proper preparations thereof 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 the Cemetery's Bylaws, Rules and Regulations.

- P. While the Management will exercise all possible care to protect raised lettering, carving, ornaments on any memorial or other structure, or any lots (plots), it disclaims responsibility for damage or injury thereto.
- Q. 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 the Cemetery.
- R. Should any memorial, mausoleum, columbarium, 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, to correct the condition or to remove the same, in either case at the expense of the lot (plot) holder.
- S. Soliciting memorial sales or memorial work within the Cemetery is prohibited.
- T. No memorial shall be erected or installed on any lot until the cost for such lot and all other outstanding costs related to such lot have been paid in full.

Article XXIV:

Private Mausoleums and Tombs

- A. Mausoleums or tombs, either whole or partially aboveground, shall be constructed only in plots designated for them. Plans, specifications, material and location in the lot (plot) of such mausoleums or tomb shall be subject to the approval of the Management. The Management reserves the right to require an endowment for future maintenance of any mausoleum or tomb to be deposited with it, said endowment to be an amount specified by the Management.
- B. When interment is made in private mausoleums, the crypt shall be properly sealed, subject to approval of the Management. The entombment must be made in an approved casket that complies with the regulations of the controlling Department of Health.
- C. No walkways, patios, or other appurtenant structures will be permitted on the ground surrounding a mausoleum. No additions or changes will be allowed after the specifications and foundation plans for a mausoleum have been submitted and approved.

Article XXV:

Community Mausoleums and Columbaria

- A. Entombment must be made in an approved casket or, in the case of cremated remains, in an approved urn, which complies with the regulations of the controlling Department of Health and other regulatory agencies.
- B. The Management reserves the right to issue under separate cover detailed regulations concerning the use of Community Mausoleums and Columbaria. 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 XXVI: Receiving Vaults

- A. Receiving Vaults in the 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.
- B. Receiving Vaults are for temporary use only and subject to rental fee, and under no circumstances shall a body be considered interred or entombed by reason of its being placed therein.
- C. The remains of any person who has died of an infectious or contagious disease shall not be placed in the Receiving Vault if doing so is contradictory to the rules and regulations of the controlling Board of Health.
- D. The Management reserves the right to remove from the Receiving Vault and inter, at once and without notice, any remains that are not in a state of good preservation, or the condition of whose body renders their interment necessary.
- E. The amount of the deposit, handling charges, and rental shall be determined by the Management.
- F. The body shall be removed from the Receiving Vault in the Cemetery within a reasonable time, unless the Management consents to a longer period.
- G. Upon failure to pay rental, or to make suitable arrangements for the final interment of the remains within a reasonable time, 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.
- H. 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.
- I. The Management reserves the right to issue at any time under separate cover detailed regulations and instructions pertaining to Receiving Vaults in the Cemetery, or to incorporate specific provisions in any Receiving Vault Agreement; and such regulations, instructions, and provisions are hereby made part of these Bylaws, Rules and Regulations.

Article XXVII: In General

- A. The statement of any employee of the Cemetery shall not be binding upon the Management, except as such statement coincides with the document conveying the right of interment, and with these Bylaws, Rules and Regulations.
- B. The Bylaws, Rules and Regulations shall apply to any mausoleum now in existence or which may hereafter be erected in the Cemetery.
- C. The Cemetery through its Management reserves the right, without notice, to make temporary exception, suspensions, or modifications of any of these Bylaws, Rules and Regulations when, in its judgment, the same appears advisable; and such temporary exception, suspension, or modification shall in no way be considered as affecting the general application of such Bylaws, Rules and Regulations.
- D. In all matters not specifically covered by the Bylaws, 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 lot (plot) holder and all parties concerned. These Bylaws, Rules and Regulations are binding regardless of any and all changes in the individual lot (plot) holders.
- E. The Cemetery through its Management reserves the right, at any time and from time to time, to change, amend, alter, repeal, rescind, or add to these Bylaws, Rules and Regulations or any part thereof, or to adopt any new rule or regulation with respect to the Cemetery or anything pertaining thereto. These Bylaws, Rules and Regulations are binding regardless of any and all changes in the individual lot holders.