

Holy Family Catholic Cemetery

Eudora, Kansas

Policies and Regulations



I. Compliance

Holy Family Catholic Cemetery reserves the right to require all persons entering its cemetery, and all persons within the same, at any time to comply with each and every one and all of the Rules and Regulations.

II. Definitions

a. The term "cemetery" shall mean all of the foregoing cemetery, and other cemeteries, columbariums, or mausoleums hereafter developed, acquired or erected by Holy Family Catholic Church including the developed as well as the undeveloped, areas, walkways and roadways, all within the periphery of the property.

b. The term "burial" will refer to all types of burial of the remains of a deceased person: "interment" - burial of deceased in ground; "entombment" - burial of deceased above ground in mausoleum crypt "inurnment" - burial of a deceased's cremated remains above or below ground.

c. The term "cemetery property" shall mean:

1. Any lot(s) or grave space(s), with or without memorialization, marker(s) or monument(s), grave liner(s)/vault(s), columbarium(s) or mausoleum(s).
2. Any lawn crypt space(s) including pre-constructed crypt(s) and memorial(s).
3. Any crypt(s) or private room(s), including crypt front with memorialization lettering, within any community mausoleum in any of the Catholic cemeteries.
4. Any cremation niche in any of the cemeteries or mausoleums.
5. Any other place of burial within the cemetery.

d. The term "owner" shall mean the owner of any right of burial within the cemetery.

e. The term "right of burial" shall refer to the right to inter, entomb or inurn the remains of a deceased person.

III. Cemetery Ownership

The Holy Family Catholic Cemetery is controlled by the Holy Family Catholic Church in Eudora, Kansas as part of the Church of Northeast Kansas, the Archdiocese of Kansas City in Kansas. Said cemetery is established for the benefit of the Holy Family Catholic Church and its parishioners. All of the powers of said parish shall be exercised as to such cemetery, and shall be conducted in strict conformity with and subject to the laws and discipline of the Roman Catholic Church and the statutes of the Archdiocese of Kansas City in Kansas and the Roman Catholic Church in said State of Kansas.

IV. Use of Cemetery

a. Persons, while within the cemetery, shall use only the roadways and walkways, as provided by the cemetery, all of which said roadways and walkways are and shall remain private roadways and walkways, but all such roadways and walkways shall be subject to change by the cemetery at any time.

b. Automobiles and other vehicles shall be driven solely on the roadways and at no greater speed than five (5) miles per hour. Drivers of automobiles and other vehicles must obey directional signs established by the cemetery from time to time. Automobiles and other vehicles shall not turn around on the roadways and shall not park or come to a full stop in front of any open grave, lawn crypt, or community mausoleum, unless such vehicles are involved in or connected with a funeral. Any driver who drives an automobile or other vehicle upon a lawn area, across drainage gutters, or on any area within the cemetery other than the roadways shall be liable to the cemetery for such damage as may result therefrom. Roadways and such parking areas as may be provided by the cemetery from time to time shall be used only for visitation, while conducting business with the cemetery, attendance at funerals, and by any other persons authorized by the cemetery, and not as public parking areas; and such parking areas as are reserved for automobiles and other vehicles involved or participating in a funeral shall be reserved for such purposes and shall not be utilized by any other persons within the cemetery, when such parking areas are being so used. All "Parking" signs must be obeyed. The cemetery may make such reasonable traffic rules from time to time as deemed necessary.

c. Busses or vehicles of cumbersome description will not be allowed to enter the cemetery.

d. The cemetery reserves the right, from time to time: (1) to enlarge, reduce, replat or change the boundaries and/or grading of the cemetery, as well as any portion or portions thereof; (2) to modify or change the locations, or remove or regrade, any of the walkways and/or roadways within the cemetery; (3) to enlarge, including enlargement by increasing the height by the addition of one or more floors or stories, or any community mausoleum, or columbarium within the cemetery; (4) to lay, maintain and operate or alter or change any pipes, including drainage pipes, and/or electrical lines, within the cemetery; (5) to use any portion or portions of cemetery property that has not heretofore been sold to individual property owners for cemetery's own purposes in connection with the operation of the cemetery, including without limitation the interring and preparing for the interment of dead human bodies, or for anything considered necessary, incidental or convenient in relation thereto; and (6) to allow to exercise, and to grant to others, the right of access of any cemetery property in connection with the repair, maintenance, improvement or operation of the cemetery.

e. Minor children will not be permitted within the cemetery unless accompanied by an adult.

f. No dogs, except legally allowed assistance dogs or other pets will be permitted in the cemetery.

g. The cemetery is a non-smoking property.

h. Receptacles for waste material will be placed and maintained by the cemetery at convenient places selected by it throughout the cemetery. No one shall move, destroy or damage such receptacles; and the disposition of rubbish within the cemetery shall be solely through the use of such receptacles. Receptacles shall be reserved for cemetery rubbish only.

i. The peddling or offering for sale or selling of flowers, plants, commodities, services, trinkets, souvenirs, pictures, etc., shall not be permitted within the cemetery; and no solicitation of any kind may be done within the cemetery.

j. No bicycles or motorcycles shall be admitted into or operated within the cemetery.

k. No signs, notices or advertisements of any kind shall be placed within the cemetery, unless the same are placed by the cemetery or with its permission.

l. No one shall bring into the cemetery food items or beverages, including beer or intoxicating liquors.

m. No articles (glassware, toys, containers, etc.) not specifically approved by the cemetery shall be brought into or placed within the cemetery.

n. All persons entering and exiting the cemetery shall do so by use of the private entrances furnished by the cemetery for the use of the public.

o. Any unauthorized person who is found within the cemetery after visiting hours will be considered a trespasser; and it will be the policy of the cemetery, in an effort to prevent theft and vandalism and the possible desecration of cemetery' property, to keep the cemetery closed for a reasonable time period each twenty- four hours. These closing times will be posted within the cemetery. The cemetery shall be open for visitation from 30 minutes after Dawn and 30 minutes prior to Dusk each day.

p. Profane, obscene, or boisterous language or any other behavior which may disturb the quiet and good order of the cemetery will not be permitted.

q. Sports activities will not be permitted on cemetery grounds.

r. Holy Family's policy is to adequately pay for the services of all of its employees; consequently, these employees seek no extra compensation for their services and are trained to render prompt, courteous and efficient service to all persons having occasion to do business with the cemetery. Moreover, the employees of the cemetery have agreed to give all of their working time to the maintenance, upkeep and all facets of cemetery' operations. Therefore, no one may engage the services of said employees while they are working for the cemetery within the cemetery, and no tips or rewards shall be given to such employees.

s. Should anyone wish to make an inquiry, comment or complaint in connection with any matter pertaining to the cemetery or its operations, he/she shall submit the written inquiry, comment, or complaint to office@holyfamilyeudora.com.

t. As stated in the preamble hereto, all are reminded that the cemetery in its entirety is sacredly dedicated to the burial or entombment of the human dead, and that all applicable and prevailing provisions and penalties of the law may be strictly enforced for all violations.

u. The cemetery considers that it is of the utmost importance that there should be strict observance of all due proprieties, whether embraced in the Rules and Regulations or not; and no improprieties will be tolerated.

v. The cemetery will consider it to be an act of interested cooperation and respect for the dead if any person calls to its attention any type of improper decorum that may come to his/her notice.

x. Only persons authorized by the cemetery, including a military guard of honor, will be permitted to bring into or carry firearms within its cemetery. Moreover, a military guard will not be admitted to the cemetery, unless it is under the direction and control of a military officer. Employees of the cemetery may authorize and designate, shall have the authority of peace officers and shall be expected to enforce all of these Rules and Regulations; and such officers may exclude and expel from the cemetery any person violating the same.

y. Employees of the cemetery and any of their agents shall have the right of supervision of and control over all persons within the cemetery including, without limitation, the conduct of funerals, traffic, owners, visitors and all others.

z. The cemetery reserves the right, from time to time, to maintain its own independent security guards within the cemetery, but it shall be under no legal obligation to do so.

V. Rights of Burial

a. The Right of Burial does not grant any privileges other than those therein specified. The right to use any burial space shall be limited to the Christian burial of the remains of the human dead, regardless of the nature, right or extent of ownership of the burial space.

b. The remains of one human being only shall be interred in one grave, unless such grave has been purchased with written agreement, or unless permission is granted by written consent of the cemetery that more than one body may be interred, and provided proper identification is made of such interment or interments on one regulation memorial or marker. The cemetery reserves the right to authorize or permit the interment of more than one human remains in one grave. The cemetery may exercise this right with reference to single graves or any section of graves. The cemetery limits the interment of the remains of no more than two human beings per single grave with at least one being in the form of cremation.

c. The cemetery is not an insurer; nor will it be responsible for the loss, theft or damage to anything that may be placed on or in connection with a burial space, whether the same be so placed with or without the cemetery's permission. The cemetery will take every reasonable precaution to protect all private property of lot and grave owners properly and lawfully in the cemetery from loss or damage, but it distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from the acts of lot owners, grave owners or visitors or of thieves, vandals, rioters, trespassers and malicious mischief-makers, and from all acts of Providence, including wind, fire, tornado, cyclone, hail, snow, frost or other elements, whether the damage be direct or not.

d. The cemetery will always respect the burial space within the cemetery; and the cemetery will refrain, unless deemed necessary, from touching or handling of the burial space of others within the cemetery; and all other persons who enter the cemetery will be expected to do likewise.

e. The Right of Burial is non-assignable; and the rights granted thereunder may not be transferred, sold, mortgaged, leased, exchanged, assigned or in any other way disposed of, except by permission and with the approval of the cemetery, in writing.

f. The Right of Burial purchased, and the privileges granted thereunder, shall at all times be subject to the limitations, restrictions and conditions of all canons, rules, regulations, laws and discipline of the Roman Catholic Church, the Archdiocese of Kansas City in Kansas, and Holy Family Catholic Church, and to all of the Rules and Regulations as herein set forth or hereafter amended.

g. All Agreements for the purchase of Rights of Burial or of other merchandise, as well as any amendment or supplement thereto, shall be on forms approved by the cemetery. All terms and conditions for the purchase of Rights of Burial or merchandise must be set forth in the "Deed," amendment or supplement thereto; and no oral agreements, representations or warranties shall ever be recognized.

VI. Funerals and Burials

a. All funeral corteges, upon entering the cemetery, shall be subject to the direction and control of the cemetery.

b. No funerals are permitted to occur at a time that could extend services or cemetery's operations beyond dark. No funerals, interments, or burials are permitted on Sundays, City-Observed Holidays or Holy Days, and the afternoons of Good Friday, and December 31st. The following are City-Observed Holidays:

- New Year's Day
- Martin Luther King, Jr.
- Independence Day
- Veteran's Day
- Christmas Eve and Christmas Day
- President's Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving

If any of the above listed Holidays fall on a Sunday, the cemetery may be closed for funerals, burials, or interments from the preceding Saturday through and including the following Monday. The City of Eudora serves the cemetery by opening and closing graves for both burials and interments. A schedule of expected fees for these services can be found in the appendices.

c. Certain minimum advance notice must be provided to the cemetery of a desired funeral time in order to properly prepare the burial space. The existing notice requirement, as well as the prevailing costs of all services performed by the cemetery and/or the City of Eudora, is periodically disseminated to funeral directors in the area to set forth prevailing policies and costs and to reflect any changes therefrom. This information is also available on the Holy Family Parish website.

d. No burial, interment, removal or transfer shall be made into, upon or from any cemetery property without receipt of a written application from the property owner, or from the owner's surviving spouse, or by a duly authorized Representative designated by the Heirs of the property owner. Said application must set forth satisfactory evidence of ownership and must designate by the precise location of the requested interment. The cemetery will not be responsible for errors, mistakes or delays in following any instructions of burial, disinterment, transfer or removal as presented in the application furnished to it, particularly with respect to the authority of the person ordering the burial or the correct location of the burial, as long as it acts in good faith.

e. The cemetery must be notified as soon as possible of any delays of a scheduled funeral.

f. All burials to be made in mausoleums must be kept back of the front line of the structure on either side, and no burial may be made in front of the mausoleum.

g. Persons who are not Catholic may be buried in the cemetery if burial elsewhere would result in separating members of the family. On such an occasion, the proper clergyperson may conduct the cemetery rites.

h. The use of an outside burial container is required for all burials. An unsealed grave liner or sealed vault is required for underground burial. All containers must be constructed of concrete or steel or of other composition approved by the management. The requirement of such a container is not solely for purposes of protecting the environment, but also to help ensure against ground settlement and cave-in, keeping the ground safe for maintenance crews and visitors.

VII. Ownership

a. The cemetery is of a religious nature and character, and the sale of all Rights of Burial therein shall normally be restricted to members of the Roman Catholic Church.

b. Where the deed of Right of Burial designates one individual as purchaser, such individual is the sole owner of the deed of Right of Burial. Upon the death of said purchaser and sole owner, the rights granted under the deed of Right of Burial shall descend in equal shares, subject to the right to burial in or upon the described cemetery property, to the surviving spouse if there be one, and to the members of his/her family.

c. Where the deed of Right of Burial designates husband and wife as purchasers, in the absence of specific language to the contrary, ownership of the deed of Right of Burial shall vest equally in said designated individuals in Joint Tenancy, with the Right of Survivorship to the surviving spouse. Upon the death of the survivor, the rights granted upon the deed of Right of Burial shall descend, in equal shares, to the members of the family of the said survivor.

d. The term "family" as set forth, herein, is defined to comprise all relations within the third degree of consanguinity and then to the second degree of affinity. As defined by the Catholic Church in regards to marriage: The third degree means second cousins; the couple share a common great-grandparent. The second degree means first cousins; the couple share a common grandparent. The first degree means siblings. Siblings are absolutely forbidden to marry by the Church. As defined by most states: Spouse - Children - Parents (first degree) Brothers/Sisters - Half-Brothers/Half-Sisters - Grandchildren - Grandparents (second degree) Uncles/Aunts - Nephews/Nieces - Great-Grandparents - Great-Grandchildren (third degree).

e. The transfer or assignment of any deed of Right of Burial in or upon described cemetery property may be requested by written application to the cemetery, by the owner or owners, to an owner or owners not otherwise possessed of any interest in the same.

f. A reservation as to the future use of a specific burial space for the use of any individual not otherwise entitled to ownership rights by transfer or assignment in or upon described cemetery property may be requested by written application to the cemetery by the owner(s).

g. All requests for transfer or assignment or for a burial space reservation must be submitted in writing to the cemetery and are ineffectual unless duly approved and authorized by the cemetery and duly recorded in its official records.

h. The cemetery, in its sole discretion, shall determine the need or propriety of any request for transfer, assignment or reservation of grave space, and its consent or refusal to consent to the same shall be final.

i. Ownership descends and may be transferred or assigned only as herein provided. Any attempt at testamentary disposition of any Rights of Burial in or upon any cemetery property shall be invalid and ineffectual.

j. All transfers of Rights of Burial on cemetery property shall be subject to the payment of such reasonable fees and charges as may be established from time to time on a uniform basis by the cemetery, and such fees and charges shall be paid to the cemetery before any transfer is approved by it and recorded on its records. These fees shall be included within the published schedule of fees available on the Holy Family Church website.

k. No division or subdivision of ownership of a Right of Burial or memorial shall be permitted without the written consent of the cemetery.

l. In any instance where the cemetery makes a burial on the authority of any person who presents the official deed to the burial space of cemetery property in which said burial is to be made, the cemetery's right to make said burial shall be conclusively presumed; but the cemetery shall have the right to refuse with impunity to permit a burial if it receives a written protest from any person who, in the sole judgment of the cemetery, has a reasonable basis for objecting.

m. In dealing with an Owner, the cemetery may recognize, for all purposes, the last address of said Owner that is on file in the cemetery records; and any notice forwarded by the cemetery to said address shall be conclusively considered as sufficient and proper legal notification for any and all purposes. If an Owner wishes to change his official address, it shall be his/her duty to notify the cemetery, in writing; and when such a notice is received by the cemetery, the Owner's address shall be promptly changed on the cemetery's records and thereafter said new address shall prevail for all purposes. A change of address form can be found on the Holy Family Church website.

VIII. Correction of Errors

The cemetery reserves the right to correct any and all errors that may occur in or in connection with the operation of the cemetery, including, without limitation, those involving, or in connection with, the making of a burial, entombment, disinterment or removal, or in the description, transfer, granting the right of use or conveyance of cemetery property; and in this connection, the cemetery shall have the right to substitute, grant the right of use, or convey, in order to correct any such errors, other burial rights, approximately equal in value and location, as far as feasible, as selected by the cemetery; or, in the sole discretion of the cemetery, the correction of an error may be accomplished by the refunding of the amount of money paid of account of the acquisition or use of cemetery property. In the event an error shall involve a burial or entombment, the cemetery shall have the right to remove and transfer the remains that are involved.

IX. Service, Maintenance, Construction, Repairs and Improvements

a. All labor and work performed in conjunction with special services offered by the cemetery, specifically including but not limited to work on burial spaces or cemetery property, the opening and closing of burial spaces, the actual conduct of burial, disinterment and removal, grave liner/vault handling and foundation work, and from identification must be performed exclusively by employees of the cemetery or such persons as may otherwise be authorized by it, at the prevailing charges at the time as fixed by the cemetery on a uniform basis.

b. All other labor and work performed in conjunction with maintenance, construction, repairs and improvements within and upon the grounds of the cemetery of every kind and nature shall be performed by employees of the cemetery or by such persons as may be otherwise authorized by the cemetery.

c. No enclosure or embellishment of any kind, such as a cover, fence, coping, hedge, plants, flowers, or ditch, shall be permitted around or abutting, in whole or in part, on any cemetery property. The established grade of any cemetery property shall not be altered in any way.

d. No iron, wire-work, concrete pieces such as statues, benches, seats, settees, containers, etc., will be allowed upon lots or in any other part of the cemetery, except as allowed by special permission from the cemetery. Any approved items made of metal which begin to deteriorate shall be renewed if possible by the cemetery, at the cost of the owner, or they will be removed from the cemetery.

e. The cemetery, or its agents, employees, or licensees, shall direct and supervise any and all improvements that are made within the cemetery, including planting, sodding, surveying and the erection of improvements.

f. In the opinion of the cemetery, should any tree or shrub situated in any part of the cemetery, or on any property therein, means of its roots or branches, or otherwise, become detrimental to the adjacent lots, roads or avenues, or dangerous or inconvenient to patrons of the cemetery or detrimental to the maintenance and general appearance of the grounds, the cemetery shall have the right to remove the said tree or shrub, or each part thereof, as may be deemed necessary.

g. As soon as flowers, wreaths, emblems, etc., used at funerals or placed on graves at other times, become unsightly, they will be removed and no responsibility for their protection or maintenance will be assumed by the cemetery.

X. Disinterments, Transfers, Removal of Remains

a. No disinterment, transfer and/or removal of remains out of any cemetery property in which such remains have previously been buried or entombed, to another cemetery property either within the cemetery or in another cemetery, shall be permitted, except with the prior written approval and authorization of the following:

1. The cemetery property owner (or all of the successor owners, if such be the case)
2. The appropriate heirs or next of kin of the deceased; and
3. The applicant for a disinterment shall provide a disinterment permit from the State of Kansas and must be present during the disinterment.

b. When the proper approval and authorization for a disinterment, transfer or removal as aforesaid has been received, the actual service shall be performed by the cemetery, or its designee, at its convenience without further or prior notice to the cemetery property owner or successor owners, heirs or next of kin of the commencement of the work. The cost of the disinterment, transfer or removal will be paid by the those requesting the authorization.

XI. Memorial Rules and Regulations

GENERAL

IN MEMORY OF THE DEAD THAT ARE BURIED AT THE CEMETERY AND FOR THE PROTECTION OF LOT HOLDERS AND THE PURPOSE OF BEAUTIFICATION, ORDERLY APPEARANCE AND MAINTENANCE OF THE HOLY FAMILY CATHOLIC CEMETERY, THE INSTALLATION OF FOUNDATIONS AND PLACEMENT OF MONUMENTS OR MARKERS IN THE

HOLY FAMILY CATHOLIC CEMETERY OPERATED BY THE HOLY FAMILY CATHOLIC PARISH UNDER THE ARCHDIOCESE OF KANSAS CITY IN KANSAS AND THE ROMAN CATHOLIC CHURCH IN SAID STATE OF KANSAS SHALL BE IN ACCORDANCE WITH THE FOLLOWING RULES AND REGULATIONS:

These rules apply to Holy Family Catholic Cemetery in Eudora, Kansas. All references to contractors, independent contractors or dealers refer to those entities who are approved to sell and/or install foundations, monuments or markers in the Holy Family Catholic Cemetery in Eudora, Kansas, or the Catholic Cemeteries Association of Wyandotte and Johnson Counties, Kansas INC.

1. The cemetery reserves the right at all times to approve and prescribe the kind, size, design, symbolism, craftsmanship, inscriptions, and quality and material of monuments or markers (herein memorials) placed or to be placed in the cemetery. All memorials are subject to the approval of the cemetery prior to placement, and such approval shall not be unreasonably withheld.
2. The cemetery maintains regulations and instructions pertaining to monuments and markers placed in the cemetery. These detailed regulations and instructions and all amendments thereto are hereby made a part of these General Rules and Regulations.
3. All contractors and dealers must submit a Memorial Dealer Application to Holy Family, and the Application must be approved by the cemetery prior to any work being performed in the cemetery. The Memorial Dealer Application form will be provided to all dealers or contractors upon request. The cemetery has the right to reject, within a reasonable time, all applications that do not conform to the rules and regulations of the cemetery, including those applications which are not made on forms supplied by Holy Family. Each application shall contain a detailed description of the proposed memorial, and the description shall include the size of all parts of the memorial, kind of material, inscriptions as they will appear on the memorial, and a description of the design, emblems, epitaphs, and symbols. Descriptions submitted without complete information will be returned. The Memorial Dealer Application may be downloaded from the Holy Family website.
4. If the application referenced in paragraph 3 is not rejected, the contractor or dealer must provide the cemetery management three days' advance notice prior to the installation of the memorial and/or foundation. If the installed memorial does not conform to the approved description on the application or the rules and regulation of the cemetery, it shall be the responsibility of the dealer to correct the errors or deficiencies in workmanship or material so as to conform the memorial to the rules and regulations and/or to the description on the Memorial Dealer Application.
5. All memorial work or foundation installation must be done between the hours of 8:00 a.m. and 3:00 p.m. All independent contractors must obtain an appointment from cemetery management at which time such independent contractor may do its work. The cemetery reserves the right to delay work due to funeral services, ground or weather conditions, and other reasonable factors. It is best to schedule work between 1:00 p.m. and 3:00 p.m., as Catholic funeral services are not usually scheduled during these hours. Work may not take place on Sundays, Holidays and Good Friday.

6. Independent contractors must maintain at least \$500,000 in liability insurance coverage, and must maintain statutory workers' Compensation insurance coverage on all their officers, partners, directors and employees who are actually involved in the installation of memorials in the cemetery before they will be permitted to work in the cemetery. If requested by Holy Family, written evidence confirming that all such coverage is in force and effect shall be provided to Holy Family by the contractor prior to any work being performed in the cemetery.

7. Independent contractors must pay an inspection fee for layout and inspection of the memorials and foundations installed by them. All inspection fees must be paid to Holy Family with the memorial Dealer application. Fee amounts can be found on the Holy Family website.

8. All fees owing to the cemetery, whether owed by the lot owner, independent contractors or others, must be paid in advance of any construction or other work.

9. Damage done to burial sites, walks, drives, trees, shrubs or other property by independent contractors, or others, must be paid in advance of any construction or other work.

10. Independent contractors are prohibited from scattering debris, equipment or tools on roads or walks, and they must remove their material from the grounds as soon as possible. Independent contractors shall reimburse the cemetery for all expenses incurred to clean the installation or work site.

11. The cemetery reserves the right to stop all work of any nature when, in its opinion, proper preparations for the work have not been made, work is being done in such a manner as to endanger life or property, there is evidence of misrepresentation on the part of the lot owner or contractor, any reasonable request made by the cemetery is disregarded or not complied with, or when any person employed for the work being done violates any rules set forth here in or any rule particular to the cemetery in which the work is being performed.

12. If an independent contractor substantially and unreasonably violates cemetery rules or fails to pay any amount due and owing to the cemetery, the cemetery may refuse to permit that independent contractor to perform any additional or future work in the cemetery.

13. The location of placement and the positioning of a memorial and foundation on a burial site shall be entirely subject to the approval and supervision of the cemetery.

14. When existing memorial work does not comply with these regulations and additional memorials are to be set on the lot, the cemetery may grant permission to duplicate existing work as to size, design, finish and material. The cemetery is not responsible for damage or breakage to memorials or ornamentations due to flaws caused from a natural existence, quarrier or manufacturer.

15. The cemetery is not responsible for any loss or damage to memorials or ornamentation, either attached to the memorial or free standing, due to theft, vandalism or other malicious practices beyond its control.

16. Only granite or bronze memorials approved by the cemetery will be permitted. Homemade memorials or synthetic granites will not be permitted.
17. Statuary and pictures are not recommended for memorials as they are susceptible to vandalism or other malicious practices. The cemetery is not responsible for damages or breakage of statuary or pictures due to theft, vandalism or other malicious practices beyond its control.
18. Solar powered vesperlites are not permitted. Cemetery management reserves the right to remove vesperlites without notice.
19. Granite, stone or marble chips, or chips or ground cover of any kind, are not permitted around memorials or any lot in any of the cemetery.
20. A tolerance of 1/2" over or under the specified dimensions will be permitted.
21. Corner lot markers shall not be permitted in any of the cemetery.
22. While the cemetery will exercise all reasonable care to protect raised lettering, carving or ornaments on any memorial or other structures within the Catholic cemeteries, it disclaims responsibility for damage or injury thereto.
23. The cemetery reserves the right to correct any error made by its employees or by independent contractors in the location or placing of a memorial in the cemetery after adequate notice to the independent contractor of such defects or errors.
24. Should any memorial, mausoleum or tomb become unsightly, dilapidated or a menace to the safety of persons within the cemetery, the cemetery shall have the right to correct the condition or to remove the same, in either case at the expense of the owner.

XII. MONUMENT REGULATIONS

- A. Monuments must be centered on the front line of the lot (except where platted otherwise), and the main inscription on the monument must be approved by the cemetery. Family names are not permitted on the back of monuments unless approved by cemetery.
- B. Monolith monuments (monuments without bases) are not permitted.
- C. Statues are not permitted unless designed and placed by the cemetery.
- D. Monuments must not be set adjoining each other in any area of the cemetery.
- E. Setting of Monuments:
 - a. New monuments must have a ring base or collar of concrete around it 6" wider than the monument and not less than 4" deep.
 - b. The top of the concrete base or ring is to be flush with the sod or finished grade.

- F. Any monument set without the permission of the cemetery will be removed at the owner's expense.
- G. Vases are not recommended for monuments. Lot owners are advised that vases are susceptible to VANDALISM OR OTHER MALICIOUS PRACTICES. The loss or damage to vases could result in a continual replacement expense on the part of the lot owner. The loss or damage to vases by vandalism or other malicious practices is not the liability of the Cemetery or its insurance company.
 - a. The following regulations pertain to vases: Extensions to the monument bases are not permitted for the placement of vases. Vases are not to be secured to the base with dowel pins or epoxy. Regular setting compound, as is used to set dies to bases, is required. Rectangular vases must have straight fronts, backs and tops. Ends must not have more than 1" reverse tapers.

XIII. Care of Property

- A. The cemetery policy is, and will be, to furnish care, namely: for the burial space(s) area and for such general care and maintenance as may become reasonably necessary, due to natural growth and ordinary wear and tear, provided at reasonable limits within the net income derived from the care fund. By way of illustration, this general care and maintenance will include the care of turf, gardens, trees and shrubs; the maintenance of roadways, walkways, utilities and other facilities that contribute to the use and enjoyment of the cemetery by each property owner; and the maintenance of full, proper and reliable records.
- B. The cemetery will use every reasonable precaution to protect the memorials within the cemetery against loss or damage; but the cemetery assumes no responsibility, direct or indirect, for the loss or damage that might result from causes beyond its reasonable control, such as: the elements, normal deterioration, accidents, criminal acts, etc.
- C. The cemetery shall have the authority, but not the obligation, to attempt to recover damages caused to memorials and other property of owners as a result of negligent or intentional acts of any third party, after first notifying property owner(s) at the address provided to the cemetery pursuant to Section VII(m). The cemetery shall apply any funds recovered pursuant to this section to the repair or the replacement of the private property that is damaged.

XIV. Fees and Other Charges

- A. All fees and other charges for interments, disinterment, removals, transfers, entombments or other services rendered, or to be rendered, by the cemetery shall be established on a uniform basis but must be paid, upon request, to the cemetery, which will issue a receipt therefore when requested to do so. The cemetery reserves the right to make reasonable increases in fees or charges whenever it is deemed necessary. A schedule of fees can be found on the Holy Family website.

XV. Repeal, Amendment, Modification, Addition or Other Changes in These Rules and Regulations

- A. The cemetery may, and it hereby and herein expressly reserves the right to, at any time, with or without previous notice to owners, contractors, builders, merchants or to any other persons interested, repeal, amend, modify, add to or change any of the above and foregoing Rules and Regulations, in whole or in part, upon the written authorization of the cemetery; and, upon doing so, such new Rules and Regulations, or amendment or modification or addition or other change, shall be fully binding on a uniform basis upon all said parties.
- B. Any rules or regulations previously adopted and now in conflict with the foregoing are hereby repealed.