

**RULES AND REGULATIONS  
OF  
Mount Elliott Cemetery Association**



**April 8, 2020  
Detroit, Michigan**

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## Rules and Regulations

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## **MOUNT ELLIOTT CEMETERY ASSOCIATION**

**Mount Elliott Cemetery Association is a not for profit incorporated on October 29, 1864 under Act 87 of the Public Acts of 1855, the corporate term of which has been extended in perpetuity; and which currently owns and operates Mt. Elliott Cemetery, Mt. Olivet Cemetery, Resurrection Cemetery, All Saints Cemetery, and Guardian Angel Cemetery, all located within the boundaries of the Catholic Archdiocese of Detroit.**

**The cemeteries listed below are referred to in these *Rules and Regulations* as a “cemetery” or collectively as “cemeteries.”**

**Mt. Elliott Cemetery**  
*Established 1841*  
**1701 Mt. Elliott**  
**Detroit, Michigan 48207-9998**  
**(313) 567-0048**

**Mt. Olivet Cemetery**  
*Established 1888*  
**17100 Van Dyke**  
**Detroit, Michigan 48234-3975**  
**(313) 365-5650**

**Resurrection Cemetery**  
*Established 1963*  
**18201 Clinton River Road**  
**Clinton Twp., Michigan 48038-2903**  
**(586) 286-9020**

**All Saints Cemetery**  
*Established 1979*  
**4401 Nelsey Road**  
**Waterford, Michigan 48329-1057**  
**(248) 623-9633**


**Guardian Angel Cemetery**  
*Established 2003*  
**4701 N. Rochester Road**  
**Rochester, Michigan 48306**  
**(248) 601-2900**

**The Preserve at All Saints Cemetery**

## RESOLUTION

The Board of Trustees (“Board”) of the Mount Elliott Cemetery Association (“Corporation”) hereby adopts the following *Rules and Regulations* (“Rules”) for the cemeteries comprising the Mount Elliott Cemetery Association (“Association”). All Holders of interment, entombment and inurnment rights, employees, visitors, and contractors and their employees at any of the Association cemeteries are subject to these Rules and any amendments to them that are adopted by the Board from time to time.

Adopted by the Board of Trustees  
this 8<sup>th</sup> day of April, 2020



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James F. Connelly, President  
Mount Elliott Cemetery Association

# **MOUNT ELLIOTT CEMETERY ASSOCIATION**

## **RULES AND REGULATIONS**

**April 8, 2020**

### **ANYTHING NOT SPECIFICALLY PERMITTED BY THESE RULES AND REGULATIONS MUST BE APPROVED BY THE CEMETERY MANAGEMENT**

#### **PURPOSE**

For the mutual protection of certificate holders, the cemeteries and all who visit the cemeteries, these Rules have been adopted and apply to the cemeteries owned and operated by the Corporation, including Mt. Elliott Cemetery, Mt. Olivet Cemetery, Resurrection Cemetery, All Saints Cemetery, The Preserve and Guardian Angel Cemetery.

All holders, visitors, funeral directors, monument dealers and other persons and contractors, performing any type of work in any Association cemetery, and all memorialization, graves, crypts, niches, private estates, and memorial spaces are subject to these Rules, and such other rules, regulations, amendments or alterations as are adopted by Corporation or its cemeteries from time to time. A Certificate Holder (“Holder”) is an individual or a group of two or more individuals, who have purchased, either individually or jointly, one or more burial rights from the Corporation at any one of the cemeteries owned and operated by the Corporation. Holders also include those who have burial rights by virtue of inheritance, transfer or other operation of law.

A copy of the current Rules is available for inspection at the office of each of the Association cemeteries during its regular office hours.

The Corporation reserves to itself the right to correct any errors that may be made by it or by its employees, in connection with interments, disinterments or removals; the setting of markers, headstones or monuments; or in the description, transfer or conveyance of any interment rights. Any correction of error in interment rights may be effected either by canceling the conveyance, substituting and conveying in lieu thereof, another right of interment of equal value in a similar location in so far as possible, as selected by management; or, in the event of disagreement between the parties, by refunding the money paid on account for the right of interment.

Special cases may arise in which a literal enforcement of a rule may impose unnecessary hardship. The Corporation therefore, reserves the right, without notice, to make exceptions or modifications in any of these when, in its judgment, the same appear advisable; and such exceptions or modifications shall in no way be construed as affecting the general application of such Rule.

**SECTION 1**  
**GENERAL**

1. Because of continuing changes in customs, practices, economic conditions and products, the Corporation may, and hereby expressly reserves the right at any time or times, with or without notice to Holders, to adopt new Rules or to amend, alter and/or repeal any Rule, article, section, paragraph, and/or sentence in these Rules. The Corporation further reserves the right to modify and change all fees without notice.
2. The foregoing and following Rules apply to all interments, cremations, entombments and inurnments at Association cemeteries.
3. The cemetery grounds are provided and maintained for the benefit of the Holders of a Certificate of Right of Interment, Entombment or Inurnment, and the relatives and friends of the deceased interred, entombed or inurned in Association cemeteries. As such, the cemeteries owned and operated by the Corporation are not public places; rather, the premises are private property and anyone entering any Corporation cemetery for any purpose other than those normally associated with a cemetery shall be asked to leave immediately.
4. All interments, entombments and inurnments are required to comply with all present and future By-laws and Rules of the Corporation and Canon Law of the Catholic Church relating to interment, entombment or inurnment in a Catholic Cemetery.
5. An office and staff are maintained at each cemetery to assist those in need of help or service. All business relating to each cemetery should be conducted at that particular cemetery's office. Office hours and visiting hours vary with the season and cemetery and may be obtained in person, by telephone, on the Corporation's website at [www.mtelliott.com](http://www.mtelliott.com) or by mail at each cemetery office.
6. Each cemetery maintains interment and records relating to Holders and will make interment locations available, during regular office hours, to those persons requesting access to them. However, the Corporation reserves the right to deny any information at any time to any person and for any reason it determines, in its sole discretion, is in the best interest of the Corporation.
7. The grounds of each of the cemeteries have been blessed according to prescribed ritual of the Catholic Church and, as such, are considered sacred and must be treated with the proper respect and reverence. All visitors are expected to conduct themselves accordingly or they will be asked to leave. Any person refusing a request to leave the grounds will be subject to the applicable civil laws. The cemeteries owned and operated by the Corporation are maintained for the benefit of those who are entitled to "Christian Burial" according to Canon Law of the Catholic Church.

Roman Catholics and Christians may be buried according to Canon Law of the Catholic Church relating to the interment of human remains. Burial is also extended to family members of Roman Catholic and Christian families that are interred within the Cemetery.

8. The Corporation makes every effort to provide a safe and worry free environment for authorized visitors but cannot ensure that this condition will exist at all times. The Corporation will not accept liability for any occurrence over which it has no control, especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, mischief makers, explosions, unavoidable accidents, insurrection, riots or by order of any civil or military authority. Persons entering the cemetery grounds are licensees and as such assume all risks associated with the status under Michigan law.
9. No automobile shall operate on cemetery property at a speed in excess of 15 miles per hour and only licensed drivers may drive on cemetery roadways.
10. Solicitation on Corporation property by gardeners, monument firms, peddlers, outside contractors or any other person is strictly prohibited.
11. Minors must be accompanied by an adult who will be responsible for their behavior and safety when visiting a Corporation cemetery.
12. Pets must be on a leash and under control of the pet owner to be on cemetery grounds. The pet owner is responsible for any damage, injury and must clean up after their pets while in any Corporation cemetery.
13. The Corporation reserves the right to change the boundaries or grading of any part of its cemeteries, including the right to modify, relocate, regrade or eliminate roads, drives and/or walks. It also reserves the right to grant easements and rights-of-way under, through and over the cemetery grounds and every part thereof for the purpose of laying, maintaining and operating or altering or changing pipe lines, fences, conduits, gutters and/or drains for water systems, electric or communication lines or for any other purpose. The Corporation reserves for the benefit of those lawfully entitled thereto, a perpetual right of ingress and egress over all lots in the cemetery for every Corporation purpose of passage and repassage to and from other lots and parts of cemetery.
14. If any section, subsection, paragraph, clause or provision of these *Rules and Regulations* shall be adjudged invalid, such adjudication shall apply only to the provisions so adjudged, and the rest of these *Rules and Regulations* shall remain valid and effective.

## **SECTION 2**

### **DEFINITIONS**

1. Additional Interment Rights “Second Right” - Any additional interment rights added to an interment space, as part of the original purchase agreement, or after the original purchase agreement was signed. This right is limited to immediate family and approval of the Corporation.
2. Arrangement Conference – A meeting, either at-need (see #3) or pre-need (see #43), between the cemetery and an individual or family during which cemetery merchandise and services are discussed and the cemetery records information regarding that person or family.

3. At-need – At the time of, or immediately following, death.
4. Beneficiary – One who benefits from an act, such as a person for whom arrangements have been made and paid for before they died and for which a purchase agreement has been signed. It may also include individuals who have rights to an existing non-fulfilled purchase agreement.
5. Cash Advance Items – Any item of merchandise or a service paid for by the cemetery on behalf of the purchaser at current prices, but for use at a later time.
6. Cemetery – Land, all or part of which has been developed and platted for permanent burial of human remains, which may include interments in the ground, private mausoleums, mausoleums and columbariums owned by the Corporation.
7. Certificate of Right of Interment – The documents by which the cemetery acknowledges to the Holder the exclusive right of sepulture in a particular grave, lawn crypt, crypt, niche, private estate or memorial space.
8. Columbarium – A structure, room or space in a building or a building intended or used for the inurnment of cremated remains. The state statute says “Columbarium means a building or other above ground structure that is affixed to land and is a permanent repository for cremated human remains.”
9. Commingling – The mixing of cremated remains of more than one person.
10. Contractor – Any person, firm or company engaged in placing, erecting, inscribing, maintaining or repairing any memorial, or performing any work on cemetery grounds by someone other than a Corporation employee. All contractors must comply with these Rules.
11. Cremated Remains – The bone fragments and ash remaining after cremation, which may include the residue of any foreign materials that were created from the cremation of human remains, and as such shall be considered human remains.
12. Cremation – The technical heating process that reduces human remains to bone or ash fragments which takes place through heat and evaporation.
13. Crypt – Space in a private mausoleum, or one owned by the Corporation, of sufficient size to entomb the uncremated remains of a deceased person.
14. Disinterment – The act of removing human or cremated remains from an interment space for the purpose of relocating the remains to another interment space in the cemetery or moving them elsewhere. No disinterment may occur without required – approvals and permits in accordance with state law.
15. Encased or Encasement – The placement of human remains in a rigid container, including but not limited to a casket or urn.



16. Endowment and Perpetual Care Trust Fund – Provides for the continued care and maintenance of the cemeteries owned and operated by the Corporation. A percentage required by law of the sales of rights of interment in all of the cemeteries owned and operated by the Corporation shall be allocated to this fund. The allocation of money so derived shall be determined by the Board, but in no event shall be less than the statutory level required by Michigan law.
17. Entombment – The placement of human remains in a crypt in a private mausoleum or in a mausoleum owned by the Corporation, within the boundaries of a cemetery; which vault or mausoleum is designed for the permanent repose of human remains.
18. Final Disposition – The lawful disposal of human remains.
19. Garden – An area within in a cemetery established as a subdivision for organizational purposes.
20. Grave – Space in a cemetery used for the burial of human remains and/or cremated human remains.
21. Guaranteed Price Prepaid Contract - A prepaid purchase agreement under which funds received are held pursuant to an escrow agreement. A guaranteed price contract has a guaranteed fixed-price for which specified merchandise or cemetery services are required to be sold to or made available for a contract buyer or contract beneficiary, regardless of the cost or value of the merchandise or cemetery services at the time of the contract beneficiary's death. Under such a contract, additional consideration is not charged for the originally contracted for merchandise or cemetery services at the time of delivery of the merchandise or cemetery services.
22. Half Relief – The sculpture of the granite monument where the sculpture projects from the background surface. Figure carvings on any monument may be no greater than fifty percent of the width of the granite tablet.
23. Holder – See Lot Holder.
24. Human Remains – The body of a deceased human being in any stage of decomposition and includes cremated remains.
25. Inscription – Lettering or words added to memorials to identify by names and dates those laid to rest in that space.
26. Interment – The disposition of human remains by burial, entombment, or inurnment.
27. Interment Services – The opening and closing of a particular interment space.
28. Interment Space – The particular grave, crypt, niche, lawn crypt, private estate or memorial space in the cemetery to which a particular interment right relates. A Holder of an Interment Right does not acquire ownership of the interment space or of any land or improvements in the cemetery.

29. Inurnment – Placement of cremated remains in a crypt, niche or memorial space.
30. Lawn Crypt –Preinstalled concrete liners below ground, covered by earth and sod.
31. Ledger – A flat granite memorial measuring approximately 2’6” x 6’0”, designating a specific grave in which an individual is interred.
32. Lot – Ground space for the burial of the human remains of not less than one person.
33. Lot Holder or Holder – An individual or a group of two or more individuals, who have purchased, either individually or jointly, one or more burial rights from the Corporation at any one of the cemeteries owned and operated by the Corporation. Holders also include those who have burial rights by virtue of inheritance, transfer or other operation of law.
34. Marker – A flat granite memorial set flush on a designated area of the grave typically measuring 24” x 12” x 4”.
35. Mausoleum – A building or other above ground structure that is affixed to land and is a permanent repository for human remains.
36. Memorial – Monuments, markers, corner posts, crypt fronts, private mausoleums, benches, cremorials, granite boulders, and other items of a permanent nature placed on any lot or grave.
37. Memorial Care – Any care provided or to be provided for the general maintenance of memorials, including but not limited to resetting, straightening, or replacing damaged memorials when damage has been caused by the cemetery.
38. Memorial Services – The services provided by the cemetery as part of a funeral where either the body is not present or cremated remains are present.
39. Merchandise – Any personal property offered or sold by the cemetery for use in connection with the funeral, final disposition or interment of human remains.
40. Niche – A space used, or intended to be used, for inurnment of cremated human remains.
41. Outer Burial Container – A rigid outer container used to surround a casket or a cremated remains container, and shall include the products commonly known as vaults and grave liners.
42. Perpetual Care Trust Fund – See Endowment and Perpetual Care Trust Fund.
43. Pre-need – Prior to the beneficiary’s death.
44. Purchase Agreement – The written agreement between cemetery and a purchaser pursuant to which the cemetery agrees to sell and the purchaser agrees to buy Interment Rights in the cemetery and/or merchandise.

45. Right of Interment – The disposition of human remains by burial in the ground, entombment in a crypt, or inurnment in a niche or other cremation memorialization.
46. Scattering – The final disposition of cremated remains by dispersing them in the air, water or on the surface of the ground; please note that the teachings of the Catholic Church prohibit any form of scattering of cremated remains.
47. Section – An area in the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a lot for organizational purposes.
48. Shroud – Fabric cloth or sheet that is wrapped around the deceased for burial.
49. Single Grave Section – A section designated in a cemetery where single graves are offered. No certificate of burial is issued for these single grave sections.
50. Space or Memorial Space – Any grave, crypt, niche, private estate, pillar, boulder, bench, etc. that memorializes remains.
51. Urn – A receptacle in which cremated remains are placed for final disposition.
52. To the extent any term is used in these Rules, which is not defined above, but is defined in the Cemetery Regulation Act, Cemetery Corporations Act or the Prepaid Funeral and Cemetery Sales Act, those definitions are incorporated for use in interpreting these Rules.

### **SECTION 3**

#### **CARE AND MAINTENANCE**

1. The Corporation is responsible for the reasonable general maintenance of the cemetery grounds including: buildings, fences, walks, roads, landscaping, records, etc., but is not responsible for special care for any specific lot, crypt, niche or memorial space.
2. The Corporation is able to fulfill this obligation, in part, from funds derived from the sale of services, lots, crypts, niches and memorial spaces. In addition, a portion of the sales price of each lot, crypt, niche, private estate and memorial space that is sold is placed in the Endowment and Perpetual Care Trust Fund to provide funds that will be available to maintain the cemeteries in future years.
3. The Corporation reserves the right to close any buildings or section of the cemetery at any time on any day for the general maintenance and upkeep of the buildings or grounds of the cemetery.

**SECTION 4**  
**RIGHTS OF INTERMENT, ENTOMBMENT AND INURNMENT**

1. Specific areas of Corporation cemeteries shall be reserved for landscaping, utilities, and future use. Those areas shall be designated on the maps as such, and shall not be subject to sale.
2. Sales prices of Interment Rights shall include the cost of operation and perpetual maintenance of the cemetery at which the Rights are purchased and shall be adjusted periodically to reflect such costs as determined by the Board to be appropriate.
3. The Corporation sells Interment Rights in lots, crypts, niches and memorial spaces which are of a size consistent with the space required to accommodate interment, entombment or inurnment of a normal sized person in average sized container. The Corporation has no control over the size of the container selected by the survivors, nor the size that will be used in the future. Therefore, it cannot guarantee the specific number of spaces anticipated at the time of purchase shall be adequate for a Holder's future use.
4. Upon full payment for a Right of Interment, Entombment or Inurnment, a Certificate of Right of Interment shall be issued designating the Right or Rights purchased, together with the amount paid. However, no such Certificate will be issued except upon the express representation by the purchaser that the Right thus granted will always be used in the manner prescribed in the By-Laws, these Rules and any amendments to any of them, as well as Canon Law of the Catholic Church relating to interment, entombment or inurnment in a Catholic Cemetery; and that such Right shall be used in no other manner under penalty of forfeiture of that Right. Furthermore, the purchaser of such right stipulates that said undertaking shall be binding upon purchaser's heirs, representatives and assigns, one or more of whom may in the future become a Holder of the Right. Should the purchaser and the Holder of the Rights purchased not be the same person or persons, the acceptance of the Certificate shall be evidence of acceptance of the restrictions previously set forth.
5. Any Certificate presented for interment, transfer or any other reason that has been altered, changed or mutilated will not be given recognition or consideration under any circumstances, unless it is confirmed by the records of the Corporation, which shall always been given priority and govern decisions in cases of disputed burial rights.
6. If a Certificate is held by more than one person or trust, each person shall have the right to use that space which is proportionate to each interest, it being understood that such proportionate interest shall at no time be other than a whole number. The Corporation shall, under no circumstances, be obliged to make this determination.
7. The Corporation discourages joint ownership except in the case of husband and wife. In cases of joint ownership the Corporation will not enter into any dispute or controversy between the joint Holders and shall have the right to refuse to take any action in the use of any Rights unless directed to act by a court having competent jurisdiction. The Holders of a joint ownership of a Right agree to indemnify and hold the Corporation harmless for any dispute or controversy between joint owners.
8. No interment, entombment or inurnment shall be made under any Right while the Holder is living, without written consent of the Holder filed in the office of the cemetery in which

the Right is valid. The Holder may irrevocably complete an authorization for interment, entombment or inurnment of such persons as the Holder may designate by name. No such authorization may be revoked during the lifetime of the Holder unless it can be demonstrated by the Holder to the satisfaction of Corporation's management that all interested parties have been notified of the revocation and the outstanding authorization thus revoked. Upon the death of the Holder, the recorded authorizations for the persons named by the Holder become irrevocable.

9. Upon the death of the sole or last surviving joint Holder, if the Holder's rights or the rights described in the Certificate or any non-exclusive authorizations issued have not been disposed of, transferred or otherwise assigned, the rights shall be transferred for the use of the following persons, within the same degree of kinship (as defined herein), until such rights are exhausted pursuant to Michigan Law of Distribution as set forth below, or pursuant to a Court Order:

(1) spouse; (2) children; (3) parents; (4) brothers and sisters; (5) grandchildren; (6) nephews and nieces; (7) grandnephews and grandnieces; (8) grandparents; (9) uncles and aunts; and (10) first cousins.

Within the degree of kinship, the Holder's rights shall be transferred equally until such rights have been exhausted. The persons described herein shall not be entitled to interment, entombment or inurnment except in space not needed and not subject to any memorial space authorized by Holder or any persons named in outstanding recorded authorizations.

10. Unrelated persons shall be entitled to the use of the Holder's rights, provided they have obtained the written consent of all of the persons within the closest degree of kinship of the deceased Holder, which consent shall be filed with the office of the cemetery in which the rights are held.
11. For any additional interment rights, whether in existence at the time of the original purchase agreement or added at a later time, all sale or transfer rules and regulations must be followed; the Corporation limits additional interment rights as set forth in Definitions. An additional interment right must be approved by the original Holder or all next of kin and the Corporation reserves the right to limit the number of second rights of Interment they allow on each grave, niche, crypt or memorial spaces.
12. To the extent allowed by law, each lot, crypt, niche and memorial space is exempt from taxation and cannot be seized, attached or sold for any debt or obligation of any kind of the Holder and cannot be mortgaged or encumbered in any way whatsoever by the Holder.
13. The Corporation sells personal rights only, in lots, crypts, niches and memorial spaces as defined in the Certificate issued to the Holder. The real property rights to all cemetery grounds are retained by the Corporation.

**SECTION 5**  
**TRANSFER OF RIGHTS OF INTERMENT**

1. Entitlement to the use of Rights may be transferred by the Holder, the heir or heir(s), or the person(s) who may become Holder by operation of law. Such transfers shall be approved by the management of the Corporation authorized to approve transfers.
2. Transfers may only be approved upon receipt of proof that the person(s) requesting a transfer has the legal right to request the transfer, along with the fee stipulated for the transfer.
3. A transfer fee will be established by the Board, which shall be reviewed periodically to determine that it covers the administrative costs incurred for transfers.
4. Upon approval of the transfer by the Corporation, a Certificate, in the form then required by law shall be issued to the new Holder indicated in the transfer form. The effect of the new Certificate is to vest in the new Holder the Rights held by the prior Holder no more.
5. The original Certificate will be surrendered to the Corporation if all Rights are represented by the transfer. If the Certificate has been lost, or for some reason is not available, then, this fact is to be noted on the transfer form and acknowledged by the person authorized to execute the transfer. If only a portion of the Rights are to be transferred, a notation as to that portion transferred and the date of transfer shall be noted on the original Certificate which will be returned to the Holder.
6. All restrictions applicable to the original Certificate shall apply to any new Holder whether due to resale or transfer.
7. The transfer form, as required by Michigan law, shall be signed by the Holder, if an individual, or the signatures of each Holder, if joint. If done in the presence of the Corporation's management, then that person may serve as a witness to the signatures. If not in the presence of the Corporation's management, then the signature(s) shall be made in the presence of a Notary Public.
8. Unused available rights, exclusive of those for which authorizations have been issued, may be transferred back to the Corporation at a price to be determined by the Corporation.
9. Available rights may also be disposed of by private sale but such a transfer will not be recognized until the transfer has been recorded at the cemetery office on the form required by Michigan law.
10. The Corporation expressly reserves the right to reasonably refuse to sell any Right to anyone and will, under no circumstances, sell any Right for speculation. The Corporation shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid in full. The Corporation also reserves the right to refuse to transfer or allow the use of an Interment Right if such transfer or use would violate the By-laws, these Rules or Canon Law of the Catholic Church relating to interment, entombment or inurnment in a Catholic Cemetery.

## **SECTION 6** **DECORATIONS**

1. The Corporation, as well as each cemetery owned by it, reserves the right to landscape its grounds as it sees fit.
2. The Corporation reserves the right to enter, without notice, upon any lot and trim or remove any shrub, tree or other obstacle that may interfere with the rights of the adjoining lot holders; this includes underground obstacles as well.
3. Each cemetery of the Corporation has specific guidelines regarding the decoration policy for what is acceptable. The following Rules shall apply:

### **Graves**

- a. Natural or fresh flowers can be placed in an approved metal or plastic cone and placed directly above the grave marker.
- b. Planted flowers (limited to annuals and perennials) are permitted so long as the plants are contained both in the ground area allowed as well as within the height area allowed (not to exceed 24"). This may include the use of an approved flower box.
- c. Artificial plants/flowers are not permitted any time of the year with the exception of Mt. Olivet and Mt. Elliott but only during the non-growing season which is from November 15 through May 1 and they must be in an approved container.
- d. Shrubs are only permitted in certain monument lots and must be approved by the Corporation.
- e. Ornamentation is not permitted unless approved by the Corporation. Ornamentation includes, but is not limited to, all memorabilia, decorations, picture frames, statues, benches, shepherd hooks, candles, balloons, cards, crosses, edging, signage, glass or food.
- f. Flags – U.S. flags are permitted on graves. The Corporation reserves the right to remove any flag that is unsightly or non-conforming.

### **Mausoleums (Including Community and Columbarium)**

- a. Natural flowers are allowed in outdoor areas and must be contained in an approved vase; they are not allowed in any indoor mausoleum.
- b. Artificial flowers are allowed in all mausoleum areas and must be contained in an approved vase.
- c. U.S. Flags of up to 3" x 5" in size are allowed in all mausoleums and must be contained in an approved vase.

- d. No ornamentation may be attached by any means or hung from the flower vase, memorial light or the exterior of crypt or niche.
  - e. Personalization in a glass front niche must be approved by the Corporation; all photos are required to be in a frame and no ornamentation may be attached by any means to the interior or exterior of the glass front niche.
4. Obstructions: trenching, edging, or outlining any grave, lot or memorial by any means is strictly prohibited and will be removed immediately. Alteration of the lots causes damage to mowing equipment and is a hazard to those in the area when mowing takes place. Liability for injuries caused by violations of this rule will be the responsibility of the lot holder on which the violation has occurred and the cemetery will cooperate in every way with the injured party in asserting such a claim.
  5. The Corporation reserves the right to remove any decoration, without notice, when, in its opinion, it becomes unsightly, unsafe, is in poor taste or does not conform to these Rules.
  6. Winter grave blankets, wreaths or topiary balls may be placed from November 15 to March 1. Decorations cannot exceed the boundaries of the grave and not to exceed 3' feet in height. The Corporation will not accept liability for damage to winter decorations caused by attempted removal for interment when the decoration is frozen to the earth.
  7. Each cemetery conducts general clean-ups each year, weather and other conditions permitting, on or about March 1 and October 15. All decorations will be removed and disposed of during these clean-ups. A cleaning of indoor mausoleums occurs once a year on or about March 1 and all winter decorations will be removed and disposed of during the cleaning.
  8. All decorations not specifically permitted by these Rules will be removed without notice. This includes glass containers, crockery, statuary, vigil lights and all similar items.
  9. No memorials or plaques will be permitted on any mausoleum, crypt, niche, monument, marker, benches, or any memorial space unless approved by Corporation.
  10. The Corporation is not responsible for maintaining planting boxes or flowers.
  11. Any decoration placed on any grave, crypt or niche in any cemetery operated by the Corporation is done so at one's own risk. The Corporation will not, under any circumstances, replace any decoration destroyed, stolen, damaged or removed for any reason.



**SECTION 7**  
**TEMPORARY HOLDING/STORAGE FOR REMAINS**

1. When approved by the Corporation and if available, the Corporation may provide temporary holding/storage facilities pending permanent interment. All requirements, religious or otherwise, will apply just as if final disposition were being made.
2. Any request for temporary storage exceeding 24 hours will require the use of the facilities designated by the cemetery receiving the request. If transportation is involved, such arrangements must be made with a person or firm authorized to perform such service. The cemetery is not authorized to transport human remains on the public streets or highways and no cemetery representative may contract to do so.
3. A written contractual agreement must be signed by the party or parties having legal authority to do so, prior to any temporary storage.
4. The temporary storage agreement shall state: any fees to be incurred, the length of time of temporary storage, the disposition to be made upon removal from temporary storage and the date on which the cemetery will have the right to terminate the temporary storage if prior arrangements have not been made. The Corporation reserves the right to set a fee and adjust it as deemed appropriate.
5. If temporary entombment is made at the option of the management, due to weather conditions or for any other reason over which it has no control, the Corporation reserves the right to remove the remains and complete the interment, entombment or inurnment as soon after temporary storage as the cause no longer exists and conditions permit. Unless instructions are given to the cemetery to the contrary, the removal will be made at the cemetery's convenience and without notice.
6. Any time the Corporation agrees to permit the use of temporary storage facilities at its cemeteries, it is done so with the express understanding that it shall not be held responsible for any event detrimental to the preservation and care of the remains over which it has no control.

**SECTION 8**  
**INTERMENTS, ENTOMBMENTS AND INURNMENTS**

1. All interments, entombments and inurnments are reserved for human remains only.
2. A minimum notice of 24 hours is required for all interments, entombments and inurnments.
3. All requests for interment, entombment or inurnment shall be made by the Holder of the Rights or his/her representative. The Corporation is not responsible for any errors if the request is not made in person. The expense of correcting any error on which the request was not made in person shall be borne by the party requesting such correction.

4. A service charge, as set by the Corporation, shall be made for each service. The service charge is subject to change from time to time. The current charge may be obtained in person, by telephone or by mail from each cemetery office.
5. Any order accepted by the Corporation shall be accepted upon the express representation that the Holder or his/her representative making the request will be responsible for tendering payment prior to the service being rendered. Credit authorization may only be approved by a duly authorized member of the Corporation's management team. Cancellation after the Corporation provides service will not result in refund or credit for the service charge; and the Holder or his/her representative will still be liable for any fees.
6. Although interment rights are sold for single interments in each burial space, there will be occasions when a request will be made for double depth interment. Whenever possible, with proper authorization, this request may be honored and Corporation reserves the exclusive right to make that decision, which will be based on soil conditions, type of soil, adjoining area, etc. Additional fees may apply.
7. One adult grave (spouse/spouse or child/parent) will accommodate either 1 traditional burial and 1 cremated remains or 2 cremated remains; 1 cremated space will accommodate only 1 cremated remains; a single crypt space will accommodate either 1 traditional casket and 1 cremated remains (cremated remains may only be placed in a crypt if space allows for entire cremation container) or 2 cremated remains; double crypt space will accommodate either 2 traditional caskets, 1 traditional casket and 1 cremated remains or 2 cremated remains. A double crypt is designed to accept only 2 burials and 2 nameplates or inscriptions. All such requests require the approval of the Cemetery Director.
8. Requests to open any casket or container after arrival at the cemetery will be denied except upon request by legally authorized person(s) or order of lawful public authority. Any exception to this Rule must be approved by cemetery management after a request is made by the person or persons having legal authority to make such a request. No one other than a licensed funeral director may perform the opening.
9. Funeral services will not be permitted on Sundays or New Year's Day, Good Friday, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day. Any service scheduled to arrive at the cemetery after 2:00 p.m. Monday – Friday and 1:00 p.m. Saturday must be approved by the cemetery management. All work necessary for the interment, entombment or inurnment must be completed by the end of the normal workday. Late burials may be subject to additional fees.
10. Scattering of cremated remains in any of the Corporation's cemeteries is strictly prohibited.
11. No service shall be permitted to take place until such time as the necessary permits, prescribed by the local Board of Health, have been received by authorized cemetery personnel. No service shall be permitted to take place until such time as all signatures necessary for interment, entombment or inurnment are in the possession of authorized cemetery personnel, if such permissions are required.
12. No fees due will be considered paid until such time as a numbered receipt has been issued by authorized cemetery personnel.

13. The Corporation offers chapel services as an alternative to the traditional graveside service. The choice of service, when possible, should be made by those making the cemetery arrangements. However, when a graveside service would result in an undue hardship or safety concerns for other services and the general public, the cemetery management reserves the right to require a chapel service. When a chapel service is desired or is a matter of necessity, and a request is made to witness the interment, entombment or inurnment, the cemetery will make every effort to accommodate those making the request.
14. When a graveside service with a tent is requested, the cemetery will make every effort to provide one. If conditions including but not limited to weather and space are such that to erect a tent would endanger those attending the service, the cemetery reserves the right to eliminate the tent from the service and offer the optional chapel service. A tent or chapel request made on short notice due to unexpected inclement weather cannot always be provided due to scheduling of other services.
15. Corporation may remove funeral floral pieces immediately following chapel services and may remove floral pieces from a graveside service after 24 hours.
16. Photography for private (not commercial) use is permitted so long as it does not interfere with the quiet enjoyment of the cemetery by other visitors. Photography in available light is preferred, although flash cameras may be used. External light sources not integral to the camera may not be used. Photography of burials is permitted only with the express permission of the person authorizing the burial, and such permission should be made known to the Corporation in advance of the burial. Photography for commercial use is prohibited, except with the written permission of the Corporation.

## **SECTION 9** **DISINTERMENT**

1. No disinterment will be permitted without the proper state and local permits and the consent of all the persons whose consent may be necessary or advisable under the laws of the State of Michigan. The Corporation may, in its sole and absolute discretion, require that in addition to such consents a court order also be obtained. The Corporation will not acknowledge any Board of Health permits as valid 1 year after issue date.
2. The Corporation shall exercise due care in making disinterments and removals, but it shall not be liable for damage to any casket, burial case, vault or urn that results during or following the disinterment and removal. The Corporation shall under no circumstances be held liable in case of disinterment or removal where it acts upon the written order of a person claiming to have the authority to give such an order.
3. All disinterments must be made by cemetery personnel and all charges in connection therewith shall be payable in advance before the disinterment shall be permitted.
4. The date and sequence of disinterments shall be set solely by the Corporation.
5. When a removal is to be made from a lot, grave, crypt, niche or memorial space, that same lot, grave, crypt, niche or memorial space which was formerly occupied by the disinterred

remains, shall revert to the lot holder of record at the date of original interment. If the removal is made from a single grave section, which was sold for immediate use and for which no transfer of burial right occurred, the grave shall revert to the Corporation.

## **SECTION 10**

### **MEMORIALS/MONUMENTS**

The following Rules for memorialization on any lot or grave in the cemeteries of the Corporation have been adopted to ensure the lasting beauty of the cemeteries and to protect the interests of all Holders of Rights.

1. A memorial will not be permitted on any lot or grave on which an unpaid balance is owed. The term “Memorial”, as used in these Rules includes monuments, markers, corner posts, crypt fronts, private mausoleums and other items of a permanent nature placed on any lot or grave. All Memorials to be placed in any cemetery owned and operated by the Corporation must be of natural granite only. No material other than natural granite will be permitted, unless approved in writing by management.
2. All carvings, inscriptions, epitaphs, etc., must be approved by the Corporation. Photographs, ornaments, etc. affixed to or imbedded in any memorial are not permitted. Raised carving is not permitted on any memorial.
3. Names to be placed on any memorial must conform with cemetery records. Any change must be recorded with Corporation and filed with the appropriate cemetery.
4. The Holder of the Right is the only party having the authority to place, remove or alter a memorial, unless written permission to the contrary is on file in the cemetery office. If the management is requested to remove a memorial by the Holder, and no written permission is on file, the cemetery has no alternative but to comply. If more than one memorial is placed by persons of equal authority (such as children of the deceased), all of them may be removed until such time as it is agreed which is to stay or the determination is made by a court of law. If the Holder is deceased and a memorial already exists, then all legal next of kin are required for removing or altering the memorial. If the Holder is deceased, then any one person in hierarchy has a right to add a monument/memorial without consent of all equal parties; however the Corporation is not responsible and cannot guarantee future issues or claims by other family members.
5. Work of any nature on any memorial may not be done without written permission of the Holder of the Right or authorized individuals being on file in the cemetery office.
6. No memorial may be removed from any lot or grave without written permission of the Holder of the Right or authorized individuals being filed with the cemetery office.
7. Corner posts are not permitted except as replacement for existing posts.
8. The Corporation requires all memorials to be of approved granite. All other materials are prohibited.

9. Ledger and slant memorials will not be permitted except as duplicates of existing ledgers/slant memorials on the same lot.
10. Raising a memorial once it has been set to cemetery specifications is not permitted. Any damage resulting from a violation of this Rule will be the responsibility of the Holder of the Right.
11. The Corporation will install all memorials as promptly as possible and in the sequence, which it feels is most productive and equitable. The weather and soil conditions are a major factor in completing this work and prohibit the cemetery from making any assurance that any memorial will be set within a definite minimum or maximum time.
12. If available, the Corporation allows only flat granite memorials provided by the United States Government to honorably discharged veterans to be placed on an interment site.
13. All memorials shall meet the specific requirements, including, size and dimension, of the cemetery where it is to be placed (see appendix).
14. Only one memorial is permitted on any lot at any time.
15. Pre-need memorials will be permitted only on lots where a specific space has been designated for the memorial and permission for interment is on file. The cemetery fee for setting and maintenance is required to be paid at the time of ordering.
16. All markers shall be installed by the Corporation who shall assume responsibility for the proper installation. A one-time setting and maintenance fee shall be charged at the time of memorial order.
17. Should any memorial become unsightly or dangerous to visitors, or not in compliance with these Rules, the Corporation shall have the right to correct the condition which may include the removal at the expense of the lot owner.
18. If any memorial, structure or inscription is determined to be offensive, the Corporation shall have the right and it shall be its duty to enter upon such lot and remove, change or correct the offensive or improper object or objects.
19. Monuments will be permitted only on lots having a monument privilege in areas established by the Corporation for this type of memorialization, and the Corporation reserves the right to determine the appropriate size and location of all monuments.
20. A diagram including detailed specifications of every proposed Monument and its components, must be presented to the Corporation for approval prior to it being manufactured to assure the use of approved materials, quality of workmanship, acceptable design and artistic beauty. Written notice of approval or rejection will be given as soon after receipt as is possible. Once a proposed Monument has been approved, any modifications or additions to it must be submitted for approval in writing. No proposed modifications or additions may be implemented until written approval from the Corporation has been provided.

21. Statuary of any kind is not permitted unless approved in writing by Cemetery Management.
22. Figure carving on any monument may not be greater than half relief.
23. All foundations will be constructed by cemetery personnel.
24. To initiate an order for any memorial, the Holder or authorized individual must submit the memorial for approval as well as applicable setting and maintenance fees.

## **SECTION 11** **DELIVERIES**

1. All deliveries of memorials must be coordinated and approved by the Corporation.
2. Delivery of all memorials is to be made during normal business hours directly to the grave or lot for which the memorial is intended unless otherwise directed by the Corporation.
3. No vehicle of any kind will be permitted on any section. Any damage to turf, shrubbery, memorials, etc. which is caused by any person, memorial dealer or his/her representative, shall be corrected and the costs of such repairs charged to the person/dealer responsible.
4. The cemetery shall have the right to refuse to accept any order for setting and maintenance or delivery from any dealer who is in violation of any of the foregoing Rules.
5. In the event a violation is found the item will be removed at the expense of the owner.

## **SECTION 12** **OUTSIDE CONTRACTORS**

1. All labor for interments, entombments, inurnments, disinterments, disentombments, setting and maintenance of memorials, general cemetery care and all work necessary for normal cemetery operations shall be performed by employees of Corporation or contractors hired by Corporation. A charge for these services will be made and will change from time to time as economic conditions dictate. A schedule of the current charges may be obtained from the cemetery office during normal business hours.
2. All employees, representatives and agents of contractors are subject to the supervision of the Corporation and any contract employee failing to comply with these Rules will not be permitted to work in the cemetery.
3. No contractor shall interfere with the Corporation or any activities conducted by the Corporation.
4. Contractors must provide evidence of current workers compensation insurance and general liability insurance with a limit of at least one million (\$1,000,000) dollars.

5. Contractors who attempt to work without proper authorization are subject to immediate dismissal from the cemetery. Contractors who repeatedly violate the above Rules may be denied future authorization.
6. Contractors are financially responsible for any actions that damage the cemetery grounds, including roadways.
7. Contractors are not allowed to use any cemetery equipment or supplies other than water.
8. Unless authorized by the Corporation, contractors are not allowed to store equipment on cemetery property and shall remove from the cemetery and any lot any debris or surplus material left over from their service each day. Contractors are required to leave the cemetery by gate closing time.
9. Contractors providing care, maintenance or decoration services to lots shall only provide those services Monday through Saturday. No work shall be permitted on Sundays or holidays.
10. All contract work on a lot shall cease while a funeral is in procession or a committal service is being conducted nearby.
11. Contractors shall not install any decoration on Corporation cemetery grounds that does not comply with these Rules.
12. A disturbed area around a lot, including removals of flower planters, shall be repaired, filled with clean topsoil and properly seeded.
13. By performing any service at a Corporation cemetery, the contractor has consented to abide by Corporation's interpretation and enforcement of its Rules.
14. All memorial work, which is near enough to disturb by either sight or sound, will cease while any funeral service is in progress.
15. All debris resulting from memorial work shall be cleaned up and removed from the cemetery grounds.
16. No tools or equipment used for memorial work may be left in the cemetery overnight without the express permission of management.
17. Any damage resulting from the placing or removal of any memorial will be repaired at the expense of the person or persons responsible.
18. Vehicles not owned or operated by Corporation shall not be driven on any section for memorial work unless prior consent has been obtained from cemetery management.
19. The use of cemetery equipment or supplies for memorial work is strictly prohibited.
20. All memorials shall be placed on the lot in the location specified unless otherwise directed by cemetery management.

21. Memorials removed from the cemetery to complete dates or inscriptions must be redelivered to the location where it was removed. The Cemetery will then reset the memorial. Failure to comply with this regulation will result in the setting being done by cemetery personnel at the expense of the dealer.
22. Dealers replacing existing memorials are responsible for obtaining written permission from the next of kin. Permission from the cemetery is also required for the removal of any memorial from the cemetery. Failure to comply with this regulation will result in removal by cemetery personnel at the expense of the dealer.



**APPENDIX**  
**INDIVIDUAL CEMETERY RULES & REGULATIONS**  
**AND INDIVIDUAL SECTIONS & MAUSOLEUM**  
**RULES & REGULATIONS**

## MT. OLIVET SECTION T

1. The cemetery will retain ownership of the monument. Inscriptions may only be purchased on the side of the monument that the rights of interment are purchased on.
2. Flush makers are not permitted.
3. All purchases will be sold as a package, including two Rights of Interment and the inscriptions on the side of the monument that the rights of interment are purchased on.
4. All re-purchases will be for the complete package only, two Rights of Interments and the inscriptions.
  - The Mount Elliott Cemetery Association repurchase policy will be followed for all rights of interment transferred back to the cemetery.
  - The inscription fee will be reimbursed to the family at 75% of the purchase price if the monument has been already lettered.
  - If the monument has had no lettering 100% of the inscription price will be refunded.
5. No alterations or attachments to the base are allowed. Examples - Vases, inscriptions, emblems etc. are not allowed.
6. All inscriptions and designs shall be on the tablet of the monument.
7. Any inscription information added after the initial lettering will be charged accordingly.
8. The cemetery reserves the right to remove the tablet for inscription purchases at any time. Tablets that are replaced shall duplicate all lettering and designs that have been approved by family's retaining existing inscriptions.
9. If any changes to the original inscriptions are to be made, the family requesting the changes will assume all financial responsibilities for replacing the tablet and all inscriptions on both sides of the monument.
10. All inscriptions on the monument must reflect the interments made in the graves on that side of the monument.
11. Flowerbeds are allowed 8 inches in front of the monuments and may extend the length of the monument. Trees, shrubs, and bushes may **NOT** be planted in any part of the lot.

# RESURRECTION CEMETERY

**ARTIFICIAL FLOWERS AND DECORATIONS ARE STRICTLY PROHIBITED YEAR-ROUND. ANY ARTIFICIAL ITEMS LEFT ON A GRAVE WILL BE COLLECTED BY THE CEMETERY AND DISPOSED OF. ANYTHING PLACED ON ANY GRAVE IS DONE SO AT YOUR OWN RISK.**

## FLOWERS AND PLANTS:

Trenching or bordering the entire grave or lot is not permitted as it creates hazardous conditions.

## MONUMENTS:

The dimensions of planting area for the monument are not to exceed 18" in front or on either side of the monument. **NO PLANTING WILL BE PERMITTED BEHIND THE MONUMENT.**

## INDIVIDUAL GRAVES:

A planting area is permitted directly above the marker. This area is not to exceed 24"L x 10"W.

Flowers and natural grasses – both annual and perennial – are permitted.

Trees, shrubs, and bushes are not allowed. Bushes include – but are not limited to – the following:

- Miniature and Standard Rose Bushes
- Evergreens
- Rhododendrons
- Azaleas

NO potted plants may be set on the grave. All plants must be planted in the ground.

Any plant large enough to need staking is too large for a grave, is not permitted and will be removed by the cemetery.

Should you have any questions as to a specific plant, please check in the cemetery office or with a grounds worker before planting it.

It is the family's responsibility to maintain the planting area.

Shepherd hooks, wind chimes, hanging baskets, etc. are not permitted.

## FRESH FLOWERS:

- Decorations are limited to two fresh flower bouquets in approved metal cones placed directly above the grave marker.
- Fresh flowers are removed when they become unsightly and the metal cones are recycled.
- Arrangements on easels are not permitted.

WATERING of any lot is restricted to a maximum of 20 minutes. Any unattended hoses will be removed & disposed of.

#### WINTER DECORATIONS:

- No artificial decorations or ornaments are permitted.
- Only grave blankets, wreaths, and topiary balls are permitted on graves from November 15<sup>th</sup> until March 1<sup>st</sup>. These items may not be placed on any grave prior to November 15<sup>th</sup>.
- All winter decorations must be made of natural materials: evergreen boughs, red ruscus, pine cones, and ribbon.
- Decorations may not exceed the boundaries of each individual grave.

#### CLEAN UP:

1. Cleaning up removes all items from all graves and continues until entire cemetery is cleared.
2. Spring clean-up of all grave blankets and winter decorations begins on March 1<sup>st</sup> every year.
3. Fall clean-up begins on October 15<sup>th</sup> every year.

#### FLAGS:

1. U.S. flags will be removed on the day following the holiday for which they were placed or when they appear faded or damaged.
2. Only U.S., military, and flags of other countries are permitted. All others will be removed.

The cemetery reserves the right to remove any item not within the boundaries of a grave and/or that interferes with conducting burials or is considered unsightly.

# RESURRECTION CEMETERY

## SECTION 17, 36, 37, 38, 39

### GENERAL MONUMENT/MARKER REGULATIONS:

1. All monuments and markers must be made of granite and conform to the regulations of the cemetery.
2. To assure quality workmanship and artistic compatibility, an illustration to an acceptable scale of the monument/marker to be placed in the cemetery must be presented to the office for written approval prior to its manufacture.
3. All carvings, inscriptions, epitaphs, etc. must be approved by the cemetery in writing.
4. Attached photographs and ornamentations of any kind are not permitted on any marker or monument.
5. Use of granite vases with a monument must be approved and comply with cemetery requirements of size, design, and drainage in writing.
6. Figure carving on any monument may be no greater than half relief.
7. All foundations for monuments/markers will be built by cemetery personnel and a charge will be made for this service.
8. **Trees, shrubs, and bushes may NOT be planted in any part of the monument lot.**
9. The dimensions of planting area for the monument are not to exceed 18" in front or on either side of the monument. **NO PLANTING WILL BE PERMITTED BEHIND THE MONUMENT.**

### MONUMENTS:

1. All monuments must consist of a base and tablet. Monoliths are not permitted. Statuary of any kind is not permitted.
2. Please note monument size restrictions as follows:  
**BASE:**
  - Minimum 54"L x 14"W x 8" H
  - Maximum 60"L x 18"W x 8"H**TABLET (monument):**
  - Minimum 30"L x 8"W x 28"H
  - Maximum 56"L x 8"W x 48"H
3. Monument tablets and bases must be doweled a minimum of 6 inches in depth. The doweled holes must be a minimum of 5/8" in diameter and the dowel rods must be made of stainless steel.

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| <p><b>NOTE</b><br/><b>Height Restrictions are:</b><br/><b>Minimum - 3 feet</b><br/><b>Maximum - 4 feet, 8 inches</b></p> |
|--|

#### INDIVIDUAL MARKERS:

1. The dimensions of the flush marker must be 24”L x 12”W x 4”H.
2. Only one marker is permitted per grave.

These rules and regulations are for the preservation and protection of the rights of all. When a new regulation is adopted, it automatically applies to all Rights of Burial, whether issued prior or subsequent to its’ adoption.

**RESURRECTION CEMETERY**  
GARDEN OF THE ASCENSION, GARDEN OF THE RESURRECTION,  
GARDEN OF SERENITY, MAUSOLEUM OF THE EVANGELISTS  
MAUSOLEUM OF THE SAINTS

1. Floral decorations are restricted to fresh cut flowers, fresh dried floral or silk arrangements in cemetery approved vases. *Any other decorations are not be permitted.*
2. Winter decorations, permitted from November 15<sup>th</sup> to March 1<sup>st</sup> are restricted to natural bough branches with red ruscus.
3. The Cemetery will arrange for all lettering on crypt fronts. Lettering other than arranged by the Cemetery *will not* be permitted. The inscription on the crypt front will be limited to first name, middle initial, last name, year of birth and death ONLY. There will be no exceptions.
4. The chapel in the Mausoleum will be open only at the time of the committal service. At all other times the chapel will be closed to protect its sanctity.
5. No sale, assignment or transfer of entombment rights in the Mausoleum shall be made without the approval of the Cemetery Director or his Agent and such an assignment or transfer may only be made on forms supplied by the Cemetery for this express purpose.
6. The clean-up date for the Mausoleums begins March 1<sup>st</sup>.

## RESURRECTION CEMETERY MAUSOLEUM OF ANGELS

1. Floral decorations are restricted to *only* dried or silk flowers in a Cemetery-approved vase. **No natural decorations of any kind are permitted.**
2. The Cemetery will arrange for all lettering on crypt fronts. Lettering other than arranged by the Cemetery *will not* be permitted. The inscription on the crypt front will be limited to first name, middle initial, last name, year of birth and death ONLY. There will be no exceptions.
3. The chapel in the Mausoleum will be open only at the time of the committal service. At all other times, the chapel will be closed to protect its sanctity.
4. No sale, assignment or transfer of entombment rights in the Mausoleum shall be made without the approval of the Cemetery Director or his Agent and such an assignment or transfer may only be made on forms supplied by the Cemetery for this express purpose.
5. The clean-up date for the Mausoleum of Angels begins March 1<sup>st</sup>. All winter decorations will be removed.



## RESURRECTION CEMETERY MOST HOLY TRINITY MAUSOLEUM

1. Floral decorations are restricted to *only* dried or silk flowers in a Cemetery-approved vase. **No natural decorations of any kind are permitted.**
2. The Cemetery will arrange for all lettering on crypt fronts. Lettering other than arranged by the Cemetery ***will not*** be permitted. The inscription on the crypt front will be limited to first name, middle initial, last name, year of birth and death ONLY. There will be no exceptions.
3. The chapel in the Mausoleum will be open during Mausoleum hours only, **which are subject to change.**
4. No sale, assignment or transfer of entombment rights in the Mausoleum shall be made without the approval of the Cemetery Director or his Agent and such an assignment or transfer may only be made on forms supplied by the Cemetery for this express purpose.
5. The clean-up date for the Most Holy Trinity begins March 1<sup>st</sup>. All winter decorations will be removed.

**ALL SAINTS CEMETERY**  
**SECTION 26, 33, 36, 39, 41, 42**

1. Property purchased will be for a two grave monument lot.
2. Monuments and graves will be purchased in packages.
3. Monuments will be a base of 48" x 14" x 8", with tablet of 36" x 8" x 30". If four gravesites are purchased in the same row consecutively the monument may not exceed a base of 72" x 14" x 8", with a tablet of 60" x 8" x 36".
4. Foundation fee is part of the package cost.
5. Flower decorations must be directly in front of the monument. Planting or containers must not be larger than the length of the monument and 10" wide. Annual flowers may be planted in the ground. Cut flowers must be in cemetery containers, which have ground spikes.
6. Bushes can be planted alongside the monument. It is to be understood that should the planting encroach on burial space to be used, then the planting will be removed.
7. One Individual Marker with dimensions of 24"L X 12"W X 4"H is allowed on each grave.

## **THE PRESERVE**

### **RULES AND REGULATIONS**

1. Casket or container must be totally biodegradable. Plastic liners, ornamentation, and any non-biodegradable materials must be removed before burial can take place.
2. Shrouds that are totally biodegradable are also acceptable.
3. In order to protect the environment of The Preserve, the deceased may be embalmed using an Eco-friendly embalming process, or not embalmed at all.
4. Do to the nature of The Preserve, removal of remains within, or out of The Preserve will not be permitted under any circumstances.
5. Memorialization in the visitation areas will consist of an inscription on a natural fieldstone. The legal name of the deceased, the dates of birth and death, and an epitaph no longer than 30 characters are free of charge. There is an additional cost for an engraved image.
6. Non-visitation graves will remain unmarked. Memorialization of the deceased may be done so by inscribing their name on the cenotaph, “Sheppard’s Wall”, located in The Preserve.
7. Only native plants from an approved list will be permitted as grave decorations in visitation areas in accordance to the conservation plans for the area.
8. Mowing, trimming or removal of growth from a gravesite is prohibited. The exceptions are performed by cemetery staff such as annual maintenance, preparation for an interment or memorial installation, or any instance deemed necessary by cemetery management.

# GUARDIAN ANGEL CEMETERY

## SECTION 21

### General Monument/Marker Regulations:

1. All monuments and markers must be made of granite and conform to the Rules of the cemetery.
2. To assure quality workmanship and artistic compatibility, an illustration of the monument/marker must be approved by the purchaser and cemetery in writing prior to its manufacture.
3. All carvings, inscriptions, epitaphs, etc. must be approved by the cemetery in writing.
4. Attached photographs and ornamentations of any kind are not permitted on any marker or monument.
5. Use of granite vases with a monument must be approved and comply with cemetery requirements of size, design, and drainage.
6. Figure carving on any monument may be no greater than half of the relief.
7. All foundations for monuments/markers will be poured by cemetery personnel and there will be a charge for this service.

### MONUMENTS:

1. All monuments must consist of a base and tablet. Monoliths are not permitted. Statuary of any kind is not permitted.
2. Please note monument size restrictions as follows:

#### BASE:

- Minimum 48”L x 14”W x 8”H
- Maximum 60”L x 18”W x 8”H

#### TABLET (monument):

- Minimum 32”L x 8”W x 28”H
- Maximum 54”L x 8”W x 52”H

Monument tablets and bases must be doweled a minimum of 6 inches in depth. The doweled holes must be a minimum of 5/8” in diameter and the dowel rods must be made of stainless steel.

### INDIVIDUAL MARKERS:

1. The dimensions of the flush marker must be 24”L x 12”W x 4”H.
2. Only one marker is permitted per grave.

### INSCRIPTION INFORMATION:

1. 2 Grave (or more) Monument Lots (all in front of the monument)
  - Planting of flowers may be only in front of the monument.
  - No plantings may be on the side of the monument.
  - Family name may be only on the front of the monument.

- Back of monument may be inscribed but cannot have the family name. (May be an additional charge).
2. 4 Grave (or more) Monument Lot (in front of & behind the monument)
- Planting of flowers may be only in front of the monument.
  - Family name may be on the front and back of the monument.
  - A family name different from the family name on the front of the monument may be on the back of the monument.

These rules and regulations are for the preservation and protection of the rights of all. When a new regulation is adopted, it automatically applies to all Right of Interment, whether issued prior or subsequent to its' adoption.