# Rules & Regulations



CATHOLIC CEMETERIES ASSOCIATION
DIOCESE OF CLEVELAND
*Faith, Hope, and Remembrance*

Effective July 2023

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# MISSION STATEMENT

*The Catholic Cemeteries Association meets the needs of individuals and parishes in the Diocese of Cleveland in preparation for, at the time of, and following the death of a loved one. In providing a consecrated place for burial, we treat the human body with dignity and respect after death, and offer an environment which encourages frequent visitation with attendant prayer for the deceased, an environment in which love is remembered and faith is awakened and strengthened. We serve as a symbol of the extended community of the Church - a community unbroken by death - and celebrate the death and resurrection of the Lord, which offer to us the promise of eternal life*

## Creed of the National Catholic Cemetery Conference

We acknowledge that the Catholic Cemetery is established to carry out the sacred religious function of the burial and care for the resting-places of the deceased.

We accept the responsibility of implementing this religious function under the direction and supervision of the local Church Authority.

We believe in and are firmly committed to the teachings and rich tradition of the Catholic Church with regard to the deceased and the sacredness of the cemeteries in which their bodies rest.

We recognize the deep religious significance of the Corporal Work of Mercy involved in the burial of the dead and reverence for the deceased.

We are dedicated to the respectful care of the people of God who even in death remain a part of the whole Christian community.

We are committed to encouraging Catholic prayer and devotion for our deceased brothers and sisters, especially in our cemeteries.

We oppose any effort to minimize or destroy any of the Catholic teachings that relate to death, burial and devotion to the departed souls.

We will proclaim through our words, work and example the sacredness of the Human Body, the Belief in the Resurrection and the Christian virtue of Hope.

# CATHOLIC CEMETERIES ASSOCIATION

**(216) 641-7575**

**clecem.org**

**Corporate Office** x2
10000 Miles Ave., P.O. Box 605310, Cleveland, Ohio 44105

**All Saints Cemetery – Northfield** x5
480 W. Highland Rd., Northfield, Ohio 44067

**All Souls Cemetery - Chardon** x4
10366 Chardon Rd., P.O. Box 11, Chardon, Ohio 44024

**Assumption of Mary Cemetery - Brook Park** x3
14900 Brookpark Rd., Brook Park, Ohio 44135
Mailing address: 14609 Brookpark Rd.,Brook Park, Ohio 44142

**Calvary Cemetery - Cleveland** x2
10000 Miles Ave., P.O. Box 605310, Cleveland, Ohio 44105

**Calvary Cemetery – Lorain** x6
555 N. Ridge Road W., Lorain, Ohio 44053

**Holy Cross Cemetery – Akron** x7
100 E. Waterloo Rd., Akron, Ohio 44319

**Holy Cross Cemetery - Brook Park** x3
14609 Brookpark Rd., Brook Park, Ohio 44142

**Holy Trinity Cemetery – Avon** x8
33843 Detroit Rd., Avon, Ohio 44011
Mailing address: P.O. Box 326, Avon, Ohio 44011

**Holy Trinity Cemetery – Avon** x8
2886 Jaycox Rd., Avon, Ohio 44011
Mailing address: P.O. Box 326, Avon, Ohio 44011

**Resurrection Cemetery - Valley City** x9
6303 Center Rd. (Rt. 303), Valley City, Ohio 44280

**St. John Cemetery – Cleveland** x2
7000 Woodland Ave., Cleveland, Ohio 44104
Mailing address: P.O. Box 605310, Cleveland, Ohio 44105

**St. Joseph Cemetery – Avon** x8
32789 Detroit Rd., P.O. Box 326, Avon, Ohio 44011

**St. Joseph Cemetery – Cleveland** x2
7916 Woodland Ave., Cleveland, Ohio 44104
Mailing address: P.O. Box 605310, Cleveland, Ohio 44105

**St. Mary Cemetery – Cleveland** **x3**
2677 West 41st St., Cleveland, Ohio 44113
Mailing address: 14609 Brookpark Rd., Brook Park, Ohio 44142

**St. Mary Cemetery - Cuyahoga Heights** **x2**
4720 E. 71st St., Cuyahoga Hts., Ohio 44125
Mailing address: P.O. Box 605310, Cleveland, Ohio 44105

**St. Mary Cemetery – Elyria** **x6**
7284 Lake Ave., Elyria, Ohio 44035
Mailing address: 555 N. Ridge Road W., Lorain, Ohio 44053

**St. Mary of the Falls Cemetery – Berea** **x3**
1260 W. Bagley Rd., Berea, Ohio 44017
Mailing address: 14609 Brookpark Rd., Brook Park, Ohio 44142

**St. Paul Cemetery – Euclid** **x2**
Chardon Rd., Euclid, Ohio
Mailing address: 10000 Miles Ave., P.O. Box 605310, Cleveland, Ohio 44105

*Non-Sectarian Cemetery*

**Elmhurst Park Cemetery – Avon** **x8**
32787 Detroit Rd., P.O Box 326, Avon, Ohio 44011

# RULES AND REGULATIONS OF THE CATHOLIC CEMETERIES ASSOCIATION DIOCESE OF CLEVELAND

In order to promote a safe and reverent environment for the families and friends of the deceased, and for the mutual protection and benefit of the Owner of the Right of Interment and his/her successors and assigns, and the Catholic Cemeteries Association of the Diocese of Cleveland, the following Rules and Regulations have been adopted.

All Owners of Rights of Interment, their successors and assigns, and all visitors on the property owned by the Catholic Cemeteries Association shall be subject to these Rules and Regulations. The reference to these Rules and Regulations in the Certificate of Right of Interment shall have the same effect as if set forth in full therein. All determinations as to the interpretation of these Rules and Regulations of the Catholic Cemeteries Association shall be at the sole and final discretion of the Catholic Cemeteries Association. These Rules and Regulations may be amended from time to time without notice.

THESE RULES AND REGULATIONS ARE INCORPORATED INTO THE AGREEMENT FOR AT-NEED RIGHT OF INTERMENT AND THE AGREEMENTS FOR PRE-NEED RIGHT OF INTERMENT. THE AGREEMENTS FOR RIGHT OF INTERMENT SET FORTH IN THE PREVIOUS SENTENCE ARE INCORPORATED IN THESE RULES AND REGULATIONS AS IF FULLY REWRITTEN.

**THE CERTIFICATE OF RIGHT OF INTERMENT, THE AGREEMENT FOR PURCHASE, THESE RULES AND REGULATIONS AND ANY AMENDMENT THERETO SHALL BE THE SOLE AGREEMENT BETWEEN THE CATHOLIC CEMETERIES ASSOCIATION AND THE OWNER OF THE RIGHT OF INTERMENT AND HIS/HER HEIRS, SUCCESSORS AND ASSIGNS. ANY ORAL OR WRITTEN STATEMENTS BY ANY FAMILY SERVICE REPRESENTATIVE, AGENT OR OTHER EMPLOYEE SHALL IN NO WAY BIND THE CATHOLIC CEMETERIES ASSOCIATION.**

**THE CATHOLIC CEMETERIES ASSOCIATION IS PERMITTED AND RESERVES THE RIGHT TO MAKE MODIFICATIONS OR AMENDMENTS TO THESE RULES AND REGULATIONS WITHOUT NOTICE AND ALL OWNERS AND PURCHASERS, THEIR HEIRS, SUCCESSORS, ASSIGNS AND VISITORS WILL BE SUBJECT TO THE RULES AND REGULATIONS OF THE CATHOLIC CEMETERIES ASSOCIATION IN PLACE AT THE TIME.**

# I. DEFINITIONS

"**Catholic Cemeteries Association of the Diocese of Cleveland**" is the not for profit corporation established pursuant to RC §1702 and §501c(3) of the IRC, 1986 as amended, to own, operate and administer those Catholic cemeteries located in the Diocese that are not operated by a Catholic parish (hereinafter referred to as the "CCA").

"**Catholic Cemetery**" is land used as a cemetery and set aside by the Roman Catholic Church as a sacred place in compliance with Canons 1205 through 1213 of the Code of Canon Law.

"**Cemetery**" for the purposes of these Rules and Regulations and the CCA, is defined as a place or area designated for interment of the human dead by burial in the earth, entombment or inurnment in a community mausoleum, private mausoleum or garden crypt or niche. The cemetery also encompasses all roads, walks, avenues and grounds set aside for access to the cemetery, cemetery sections, memorial gardens and other ornamentation.

"**Certificate of Right of Interment**" is the document which is provided to the purchaser of the right of burial in a grave, entombment or inurnment in a mausoleum or other structure used for interments, upon payment in full of the purchase amount set forth in the agreement for purchase contract. It shall denote any applicable interment rights or restrictions. The Certificate of Right of Interment is the owner's proof to the use of the specified space for burial, entombment or inurnment all of which shall hereinafter be referred to as "interment rights".

"**Columbarium**" is defined as an arrangement of niches used for the interment of cremated human remains.

"**Community Mausoleum**" is defined as a structure designed and constructed for the above ground interment of the deceased. It is generally used for the interment of a group of unrelated deceased persons.

"**Crypt**" is a chamber in a mausoleum of sufficient size for the entombment of a deceased person.

"**Crypt and Niche Fronts**" are the covers constructed of approved materials such as granite, marble or bronze that are fastened to the front of a crypt or niche. The crypt or niche front is used for memorialization and decoration.

"**Disinterment**" is defined as "...the recovery of human remains by exhumation, disentombment, or disinurnment. "Disinterment" does not include the raising and lowering of remains to accommodate two interments within a single grave and does not include the repositioning of an outer burial container that encroaches an adjoining burial space." Ohio Rev. Code Ann. §517.23 (Anderson 2000).

"**Estate Lot**" is defined as a contiguous grouping of graves, designated for a group of related individuals, i.e. family or for a specifically defined group of unrelated individuals.

"**Flush Marker**" is defined as a memorial which is level with the ground and is constructed of material such as granite.

"**Grave**" is an excavation in the earth in which a deceased person is buried or is to be buried.

"**Grave Accessory**" and/or "**Decoration**" are defined as any non-CCA property and/or personal property belonging to Owner or a visitor and placed upon the grave for ornamentation, decoration or memorialization purposes in compliance with the provisions of these Rules and Regulations and more specifically Sections IX and X.

"**Interment**" for the purposes of these Rules and Regulations and the general policies and procedures of the CCA, is defined as the act or process of burying the remains of a deceased person in a grave, entombing the remains of a deceased person in a crypt or inurning the cremains of a deceased person in a crypt or niche or a grave. It is the permanent disposition of the remains of a deceased person by burial, entombment or inurnment.

"**Lot**" is a space within the cemetery used or intended to be used for earth burial and containing two or more graves and often designated as a family lot.

"**Mausoleum**" is defined as a structure designed and constructed for the above ground interment of deceased persons. See also the definition for "Private Mausoleum" and "Community Mausoleum".

"**Memorial Bench**" is defined as a bench donated to the CCA in memory of a deceased individual. Memorial benches must be approved by the CCA prior to their donation and installation. Memorial benches are available for use by all visitors to a CCA cemetery.

"**Monument**" is defined as a memorial made of granite which is placed on a grave or family lot and stands above ground in an upright position and includes a rough cut base. Monuments are generally divided into three classifications: estate monuments, large monuments and small monuments.

"**Natural Interment**" is defined as the interment of human remains, either full body or cremated, in a manner which is biodegradable and without the use of any artificial means of preservation, i.e. embalming fluid. Natural interments may only be completed in areas of the cemetery set aside by the CCA as natural interment areas and only as approved by CCA management.

"**Niche**" is defined as a space in a mausoleum or columbarium sufficient in size for the inurnment of the cremated remains of a deceased person.

"**Option Right**" is defined as the option to modify a single place of interment to accommodate additional interments through the purchase of additional rights of interment in accordance with the Rules and Regulations of the CCA. See Section VI for additional information.

"**Outer Burial Container**" is defined as "...any container which is designed for placement in the grave around the casket including, but not limited to, containers commonly known as burial vaults, grave boxes, and grave liners". 16 C.F.R. §453.1 (2000). See Section IV for the CCA's requirements regarding an outer burial container.

"**Owner**" is defined as the person in whose name the Certificate of Right of Interment is issued as designated by the Purchaser. The Owner and Purchaser may be the same person.

"**Perpetual Care Burse**" or "**Catholic Cemeteries Association Cemetery Endowment Burse**" is the restricted fund established by the CCA solely for the future care and maintenance of the cemeteries owned and operated by the CCA and is funded by an assessment on every Right of Interment and Option Right purchased from the CCA.

"**Place of Interment**" is defined as the grave, crypt or niche designated for the interment of deceased persons.

"**Plot**" is a space within the cemetery used or intended to be used for earth burial and containing one or more graves.

"**Private Mausoleum**" is defined as a granite structure designed and constructed for the interment of the family for whom the structure has been constructed or other persons as may be designated by the Owner of the Rights of Interment.

"**Purchaser**" is defined as the person who has entered into an agreement with the CCA for the purchase of a Right of Interment, and any services or products provided by the CCA, in a cemetery owned by the CCA.

"**Raised Marker**" is defined as a memorial made of granite which is placed on a grave or family lot and stands above ground with a bevel rear to front and having rock pitched sides. The style of raised marker permitted by the CCA is limited to the style commonly referred to as a "Pillow Marker" or "Hickey Marker".

"**Reservation**" is defined as the Owner's revocable or non-revocable right to designate the use of every right of interment purchased.

"**Right of Interment**" is defined as the right for one individual to be buried, entombed or inurned in a Place of Interment pursuant to a duly executed Agreement with the CCA and in compliance with CCA's policies and procedures and these Rules and Regulations. The Certificate of Right of Interment is the official document issued by the CCA establishing ownership of the Right of Interment and identifying its location.

"**Sacred Places**" are defined by Canon Law as "...those which have been designated for worship or for burial of the faithful through a dedication or blessing which the liturgical books prescribe for this purpose." 1983 Code c.1205. Catholic cemeteries are Sacred Places set aside for all baptized Catholics practicing and non-practicing. They may also be used for the interment of any non-Catholic family members.

"**Slant Monument**" is defined as a slanted memorial made of granite, and placed on a grave or family lot. A slant monument stands above ground in an upright position and includes a rough cut base. The Rules and Regulations applicable to small monuments as set forth in Section X shall be applicable to a slant monument.

## II. RESTRICTIONS, DISCLAIMERS AND RESERVATION OF RIGHTS

A. Religious Restrictions: A Catholic cemetery is intended for, and restricted to, the interment of Catholics and their family members who are entitled to such interment in accordance with applicable Canon Law and discipline of the Roman Catholic Church. The CCA will make every effort to avoid breaking familial connections, therefore non-Catholic members of Catholic families may be interred in a Catholic cemetery. All determinations with regard to the Right of Interment shall be within the sole discretion of the CCA and the burden of proving that the deceased is Catholic, a relative entitled to interment in a CCA cemetery or otherwise entitled to interment, shall rest with the owner of the Right of Interment or person applying for the interment of the deceased.

B. Burial of Non-Catholic Christian, Non-Christians and Catechumens: Though catechumens are not yet baptized as Catholics, they are members of the household of the Church and are entitled to the full rite of Christian burial at a Catholic cemetery. Canon 1183 §1 of the Code of Canon Law. In the prudent judgment of the local Ordinary, ecclesiastical funeral rites can be granted to baptized members of a non-Catholic Church or ecclesiastical community, unless it is evidently contrary to their will, and provided their own minister is unavailable. Canon 1183 §3 of the Code of Canon Law. Ownership of a right of interment in a CCA cemetery is restricted to individuals of the Roman Catholic faith, with the exception that the non-Catholic family member may enter into an Agreement with the CCA for the purchase of a right of interment for the interment of a Catholic family member and for themselves.

C. Committal Ceremonies of other Christian Communities: Ceremonies of other Christian communities and denominations may be conducted if the family so desires or if it was the expressed wish of the deceased. The ceremony must not be offensive to the teachings of the Roman Catholic Church and permission of the CCA must be obtained.

D. Access to a Catholic cemetery owned or operated by the CCA: CCA cemeteries are private property and while they are open to the public for visitation, the CCA reserves the right to refuse access to any CCA cemetery and to refuse the use of any CCA cemetery facility at any time, to any person or persons whom the CCA may deem objectionable to the best interests of the CCA, and the cemeteries it owns.

E. Restrictions on Opening of Caskets and Urns: The opening of any casket or urn once within the confines of a CCA cemetery is generally prohibited, unless such opening is authorized by the spouse of the deceased, or other legal representative or court order. The written authorization shall state with specificity the purpose for opening the casket or urn and identify any items to be removed or added to the interment. Also see Section VI Paragraph G.

F. No Extraordinary Care: OWNERS AND PURCHASERS HEREBY ACKNOWLEDGE THAT THE CCA SHALL TAKE REASONABLE PRECAUTIONS TO PROTECT EACH PLACE OF INTERMENT AND THE REMAINS PLACED THEREIN FROM LOSS OR DAMAGE. THE CCA HEREBY DISCLAIMS ALL RESPONSIBILITY FOR LOSS OR DAMAGE FROM CAUSES BEYOND ITS' REASONABLE CONTROL, including, but not limited to, damage to places of interment, outer burial containers and memorialization placed on a place of interment, caused by natural elements, including but not limited to water and soil conditions, acts of God, common enemies, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, orders of any military or civil authority, or through normal and extended wear and tear to such places of interment, outer burial containers and memorialization, whether the damage be direct or collateral.

OWNERS AND PURCHASERS FURTHER ACKNOWLEDGE THAT THE CCA SHALL BE HELD ONLY TO THE EXERCISE OF REASONABLE CARE AND DILIGENCE IN THE MAINTENANCE OF THE CEMETERY AND THE PLACES OF INTERMENT AND SHALL NOT BE HELD LIABLE FOR ANY OBLIGATION NOT EXPRESSLY SET FORTH WITHIN THESE RULES AND REGULATIONS, ANY AGREEMENT FOR THE PURCHASE OF A RIGHT OF INTERMENT OR ANY OTHER STATEMENT OF POLICY WHICH MAY BE ISSUED FROM TIME TO TIME.

The CCA shall not be responsible, nor shall it provide any extraordinary or special care for a place of interment other than the general care and maintenance expressed in these Rules and Regulations or as otherwise agreed in writing.

G. Rights of the CCA: The CCA expressly reserves for itself certain rights and privileges in connection with the operation of the cemeteries which it owns and/or manages and shall have sole discretion over all such decisions. The CCA reserves the right to:

1. At any time resurvey, enlarge, diminish, replat, alter in shape or size or otherwise change all or any part, portion or sub-division of the Cemetery hereby mapped and platted, including but not limited to the right to lay out, establish, close, eliminate, remove or otherwise modify or change the location of roads, walks, or drives.

2. Modify the existing memorialization plan of any section in any CCA cemetery to allow the installation of raised markers and monuments, to limit the installation of a specific type of memorial, to restrict certain materials or to restrict the installation of raised markers and monuments.

3. File amended maps or plats thereof without providing copies of the same to the Owners of Places of Interment.

4. Take any necessary action for the erection of buildings or structures and for any other purposes or use connected with, incidental to or convenient for the care, preservation or preparation of the cemetery for the interment of deceased persons, or for other cemetery purposes, together with easements and rights of way over and through said premises.

5. Take any necessary action and to have the unfettered right to install, maintain, remove and operate any system or item deemed necessary for the general care and maintenance of the cemetery, including but not limited to, pipelines, conduits, and drainage systems for such uses as sprinkler systems, general drainage, grave drainage, electrical connectivity, communication lines or for any other purpose in furtherance of the CCA's mission and purpose.

6. At any time plant, alter or remove any flora located within the cemetery, including but not limited to any tree, shrub, flower garden or memorial garden. The cemetery may use any area not subject to a Right of Interment for such purposes.

7. Take any action and make any modification deemed necessary and/or appropriate for the protection of persons and property.

8. Take any action deemed necessary or appropriate for the proper management of any CCA cemetery and its' overall maintenance.

9. Remove any grave accessory/decoration or other personal property located on a place of interment if in the sole discretion of the CCA, removal is deemed necessary to complete an interment, perform general cemetery maintenance or in connection with the management of the cemetery. The CCA is not responsible for any damage to or loss of the grave accessory/decoration or personal property regardless of cause.

10. Access any place of interment to make adjustments to accommodate adjacent interments or to verify an interment.

H. Non-CCA vehicles on cemetery property:

1. Only vehicles used by individuals visiting a place of interment or having other business with the cemetery are permitted on cemetery property. All other vehicles will be deemed unauthorized and their occupants will be deemed trespassing on cemetery property. Unauthorized vehicles will be subject to towing at the owner's expense and the vehicle owner will be reported to the local authorities for trespassing on private property.
2. Authorized vehicles must proceed slowly and quietly within the cemetery.
3. No vehicle may pass a funeral procession going in the same direction.
4. Vehicles are not permitted to back up or turn around on avenues or roads within the cemeteries, except at the proper intersections.
5. Parked vehicles should be locked. **The CCA is not responsible for lost, stolen or missing property.**
6. It is absolutely prohibited to drive any non-cemetery vehicle across or upon any grave, lot, lawn, or park or leave the same thereon.
7. No vehicle is to be parked or left on a road or driveway within a cemetery in such position as to prevent another vehicle from ingress, egress and/or right of way.
8. No unlicensed drivers may operate any vehicle(s) within the cemetery.
9. No vehicle is to be parked or come to a full stop in front of an open grave unless such vehicle's occupants are attendees of a funeral.
10. All vehicles entering CCA property for the purpose of delivering or supplying products and/or services to a third party, a third party being any person who owns a right of interment, a person who has purchased a product and/or service for placement on a specific place of interment, must comply with the following requirements prior to performing any work at an CCA cemetery:
    a. Report to the main office of the cemetery having jurisdiction over the particular cemetery where products and/or services will be provided.
    b. Provide verification that the original owner of the Right of Interment or an individual or individuals having authority over the Right of Interment has or have authorized the product and/or service.
    c. Provide the CCA with appropriate documentation verifying the product and/or services have been approved for delivery or completion.
    d. Execute an agreement with the CCA verifying that the individual or commercial operator is licensed to do business in the State of Ohio and maintains a specific amount of commercial general liability insurance naming the CCA as an additional insured.

I. **Outdoor Cemetery Conditions: The CCA uses its best efforts to maintain each cemetery in a safe and hazard free manner. There are many natural outdoor conditions and conditions inherent to a cemetery over which the CCA has no control. The CCA is not responsible for any and all personal injuries, including bodily injury, attributed to, but not limited to, the following conditions:**

1. **Natural outdoor conditions found in any open grassy area, any forested area or any area surrounding trees planted by the cemetery i.e. exposed roots, holes created by animals.**

2. **Ground conditions created by the settling of graves, general ground maintenance and the placement of personal property on graves for memorialization.**

3. **Ground conditions that are created by forms of precipitation common to northeast Ohio, all of which create a variety of conditions on cemetery grounds, requiring visitors to use caution when walking the cemetery grounds.**

4. **Rain and/or melting snow may make the cemetery grounds wet and soft making it possible to sink when walking the grounds. The possibility of sinking is increased when stepping on a new grave that is saturated with water.**

5. **Ground which has been disturbed due to a recent interment or other ground work will settle creating a depression in the ground and making for uneven terrain. Visitors walking the grounds must walk with care to avoid stepping into such depressions.**

6. **Soft ground exists wherever there has been a recent interment in the ground or other work performed that has disturbed the ground. Soft ground is often the direct result of the cemetery carrying out its normal course of operations. The ground is disturbed in order to complete the interment of a deceased person or to perform some other work below the surface, then the loose dirt is placed back into the void. When the disturbed ground becomes wet due to precipitation or other factors i.e. watering grass seed, it becomes muddy and may not support a person's weight. It may also settle, creating a depression in the ground. A person stepping on the disturbed ground may sink.**

7. **Decorations placed on graves by persons visiting the deceased may present a hazard when walking on cemetery grounds. Such decorations may be obscured by snow during the winter season.**

8. **Flush and raised markers are generally polished slabs of granite set at ground level or raised above ground. Polished surfaces are usually slippery, and become more slippery when wet. Raised markers may also be obscured by snow. Any precipitation or moisture, including watering the places of interment, will cause the granite markers to become wet and slippery. Frozen precipitation or moisture whether in the form of snow, ice or frost will cause the markers to become slippery. Snow may bury the raised markers.**

   **FLUSH AND RAISED MARKERS ARE A COMMON FORM OF MEMORIALIZATION IN A CEMETERY. TO AVOID INJURY WHEN WALKING THE CEMETERY GROUNDS, AVOID STEPPING ON THE GRANITE FLUSH MARKERS AND RAISED MARKERS.**

   **FOR THE PROTECTION OF ALL VISITORS THE CCA RECOMMENDS ROADSIDE VISITATION WHEN THE CEMETERY GROUNDS ARE COVERED BY SNOW. ALL MARKERS AND OTHER DECORATIONS CAN BECOME OBSCURED BY SNOW.**

**Due to the nature of the cemetery grounds, all visitors are responsible for their own safety. Visitors assume all risks when coming onto properties owned and operated by the CCA.**

J. **Safety Warning:**

**THIS CEMETERY CONTAINS POLISHED GRANITE GRAVE MARKERS THAT ARE FLUSH WITH THE GROUND AND MANY ARE NOT LEVEL DUE TO THE NATURAL FREEZE AND THAW CYCLE. THESE GRAVE MARKERS MAY BECOME MORE SLIPPERY WHEN EXPOSED TO VARIOUS CONDITIONS SUCH AS RAIN, FROST, ICE, SNOW, GRASS CLIPPINGS, ETC. TO AVOID INJURY YOU MUST WALK ON ESTABLISHED GRASS AREAS ONLY.**

**ESTABLISHED GRASS AREAS MAY CONTAIN HOLES CAUSED BY WILDLIFE.**

**SNOW WILL CONCEAL HAZARDS THROUGHOUT THE CEMETERY, INCLUDING, BUT NOT LIMITED TO, MARKERS, UNEVEN GROUND, DEPRESSIONS IN THE GROUND AND DECORATIONS. TO AVOID INJURY WHEN THE GROUND IS COVERED WITH SNOW THE CEMETERY RECOMMENDS ROADSIDE VISITATION ONLY.**

**DO NOT WALK IN AREAS WHICH ARE BARRICADED.**

**THIS PROPERTY IS MAINTAINED AS A CATHOLIC CEMETERY FOR THE INTERMENT AND MEMORIALIZATION OF THE DECEASED. UNEVEN GROUND, DEPRESSIONS CAUSED BY SETTLING OF LOOSE DIRT IN GRAVES, ANIMALS AND GENERAL GROUND CONDITIONS CREATE POTENTIAL HAZARDS WHEN WALKING THROUGH THE CEMETERY. WHEN LOOSE DIRT IS COMBINED WITH ANY PRECIPITATION IT WILL BECOME MUD AND WILL NOT SUPPORT THE WEIGHT OF A PERSON. GRAVES MAY CONTAIN MUD AND SINKING INTO THE MUD IS POSSIBLE.**

**CAUTION IS REQUIRED WHEN WALKING THROUGH THE CEMETERY.**

K. Chairs: The CCA does not prohibit, but recommends against the use of chairs in any CCA cemetery. Ground conditions vary throughout the year and become less stable when the amount of precipitation increases, and the ground becomes saturated. Other factors including the type of soil and the amount of settling that have occurred after a grave has been opened also affect ground stability. Soft ground caused by a recent grave opening or large amount of precipitation will not support a chair and it may tip over when the weight of a person is applied to the legs of the chair. In the event that the chair should tip over, it is more likely than not that the person occupying the chair will be injured as a result of the fall, therefore, the CCA recommends against the use of chairs during any interment service or during visitation. The CCA is not responsible for ground conditions and an attendee or visitor ASSUMES ALL RISK inherent with the use of a chair placed on cemetery grounds.

L. Grave Accessory or Decoration: Due to the nature of cemetery operations, the CCA is not responsible for any damage to a grave accessory or decoration regardless of cause.

M. CCA cemeteries are open to visitation and in consideration of being permitted to enter the private property where the deceased are interred, the visitor ASSUMES ALL RISK when driving or walking the cemetery grounds. This assumption of risk applies to all hazards known or unknown.

N. Place of Interment Deemed Unusable: In the event a Place of Interment (POI) is deemed unusable due to natural forces i.e. tree roots or rock, the CCA has the right to declare Force Majeure and the original Owner, spouse or duly authorized representative, may select a POI in another location as a replacement or request a refund of the original amount paid for the POI. If a replacement is selected, the value of the replacement must equal the present value of the unusable POI. If a POI of greater value is selected, the CCA will issue a credit of the current value of the unusable POI.

# III. VISITATION

A. In order to promote the safety and comfort of all visitors to the Catholic cemeteries, the CCA requires that visitors comply with the Rules and Regulations contained herein and any amendments which may be promulgated from time to time. The CCA requires all visitors to exercise appropriate caution when walking the grounds. See Section II for additional information regarding the general condition of the terrain.

B. Hours: The cemeteries operated by the CCA shall be open during the hours posted at the main entrance and cemetery office.

C. Visitation Policies and Procedures:

1. Persons not otherwise refused admission to the cemetery shall be invitees of the CCA, to whom is owed a duty to maintain, in a reasonably safe condition, those portions of the cemetery open to visitors.

2. Persons visiting the cemetery should exercise caution while walking over the grounds, as circumstances beyond the control of the CCA may affect the condition of the grounds. Furthermore, as stated in Section II, visitors should always exercise proper care when walking the cemetery grounds. It should be presumed that the ground is uneven and/or settling due to recent disturbances of the ground caused by the recent interment of the deceased or other work performed on the grounds.

3. Markers are generally polished granite and are slippery when wet. Visitors must exercise caution when walking in a cemetery to avoid slipping on granite markers.

4. Inclement weather can create conditions which make the cemetery sections hazardous for normal visitation. Snow can obscure markers and ground conditions. The normal winter freeze and thaw cycles can make the ground unstable. The CCA strongly recommends roadside visitation when snow has covered the ground due to the reduction in a visitor's ability to visualize the ground conditions. Roadside visitation is recommended during any inclement weather due to the unstable ground conditions caused by precipitation.

5. Persons within the cemetery grounds shall use only the avenues, roads, walks and paths therein designated for public use. Anyone who shall leave these designated passageways and enter a portion of the cemetery restricted to use by the CCA and its employees shall be considered trespassing.

   Children: Children under sixteen (16) years of age are not permitted within the cemetery unless accompanied by an adult.

   **Animals: No domesticated or captive animals shall be permitted within the cemetery at any time.**

   Prohibited Conduct: Catholic cemeteries are established as sacred places and the CCA requires all persons within the cemetery to act accordingly. Furthermore, any act which in any manner desecrates the cemetery or a Place of Interment is a felony in the State of Ohio. The following list of prohibited conduct shall serve as a guide and shall not be considered all inclusive:

a. Boisterous and/or unruly conduct of any kind.

b. Language which is offensive to other visitors.

c. Littering.

d. Unauthorized soliciting or peddling of any commodity.

e. Discharging firearms on the premises, except by military personnel using blanks in their capacity as escorts accompanying a veteran's interment service, any public safety officer or for purposes of self-defense.

f. Unauthorized placing of signs, notices or advertisements.

g. Removing or damaging any property belonging to the CCA.

h. Moving, relocating, altering, or adjusting any items set out for an interment.

i. Interfering with or obstructing an interment.

j. Except for CCA employees, removing or altering any grave accessory located on a place of interment without authorization from the Owner of the Right of Interment, a family member who has authority over the Right of Interment.

k. Entering the service areas without authorization. Visitors requiring information or assistance must report to the main office.

l. All alcoholic beverages and illegal substances are strictly prohibited on cemetery property.

m. Disturbing other visitors.

The foregoing list is not all inclusive and shall serve as a guide. The CCA requires that all visitors conduct themselves in a manner which is respectful of these Sacred Places.

D. Trespassers: Anyone trespassing on CCA property will be removed from the premises and may be subject to prosecution.

E. Chairs: Refer to Section II paragraph K for the use of chairs during visitation.

# IV. GENERAL CEMETERY POLICIES AND REGULATIONS FOR INTERMENTS

A. Applicable Laws: In addition to being subject to these Rules and Regulations, all interments are expressly made subject to the laws, rules and regulations of any governmental authority having appropriate jurisdiction over interments and cemeteries, and the laws and policies of the Roman Catholic Church.

B. Burial Permits: Ohio Revised Code Sec. 3705.17, prohibits the interment or cremation of human remains, "unless it is accompanied by a burial permit" issued by a local registrar or sub-registrar of the department of vital statistics. The CCA is prohibited from proceeding with an interment if not accompanied by the proper documentation.

C. Time and Manner of Interment: All interments must be made at a time accepted by the CCA and in the manner prescribed by the CCA within these Rules and Regulations and/or any other written notice issued by the CCA or as otherwise defined or communicated by the CCA. No interments will take place after 5:00 p.m., except in the event of an emergency as determined by the CCA.

D. Charges and Fees: Cemetery charges and fees must be paid prior to interment unless other arrangements have been made in compliance with other policies and procedures which may from time to time be put forth by the CCA.

E. Succeeding Interments if Balance Due: No succeeding interments in a place of interment will be permitted until all past due amounts are paid in full. In the event of a poor credit history with the CCA, arising out of non-payment of an existing debt, and to prevent future defaults, the CCA will require payment in full prior to rendering any additional services.

F. Security Interest: The CCA shall: (a) retain a security interest in the Right of Interment and a security interest in any memorial until all amounts due are paid in full; (b) have the right to use any funds paid by the Purchaser to the CCA to pay any amount due from the Purchaser regardless of the original intent of such payment; (c) have the right to take any lawful action to collect any amounts past due; and (d) remove any existing memorials due to non-payment.

G. Issuance of Certificate of Right of Interment: The CCA ***will not*** issue a Certificate of Right of Interment to Purchaser or designated person, nor shall any interest in the Right of Interment, including ownership, pass to Purchaser or the person designated by Purchaser, until the amount due as set forth in the agreement for the purchase of the Right of Interment is paid in full. Any amounts due for the purchase of any products and services must be paid in full. Until payment is received, the Right of Interment will be held by the CCA. Upon receipt of full payment, the CCA will issue the Certificate of Right of Interment establishing an ownership interest in the right to be interred in the place of interment identified in the agreement for purchase.

H. In the event that an interment has been made in a place of interment and the amount due has not been paid, and has been placed in collections, the CCA will record the debt as an obligation of the person interred. The Right of Interment will be encumbered by the debt and the obligation identified as a "Debt of the Interred". No future interments will be permitted in the Place of Interment and no memorialization is permitted until payment in is received.

I. Memorialization if a Balance is Due: The CCA prohibits the installation of a memorial on a grave, engraving of any additional information (i.e. date of death) on an existing memorial, installing the name plaque or engraving the name and dates on a crypt or niche front until all amounts due for the purchase of the right of interment or for any products or services provided by the CCA are fully paid. ***The CCA reserves the right to remove any memorial i.e. monument or marker, from the place of interment, or remove a crypt plaque or crypt front and replace the same with a blank, in the event that the amount due is not paid in full.*** Any memorial dealer or inscription company entering the property of the CCA and voluntarily, without verifying the financial status of the place of interment with the cemetery office, and proceeds to complete a final inscription or other service in contravention of the contractual prohibition set forth in the agreement between the owner of the Right of Interment and the CCA, will be held responsible for interfering with a contract and will be responsible for payment of the past due amount. Such memorial dealer or inscription company may be barred from entering CCA property for the purposes of performing services.

J. No Interments: Interments shall not be permitted on the following days, except in the event of urgent circumstances: any Sunday; New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day.

K. Prior Notice: In order to provide a proper and consistent service, the CCA requires not less than twenty-four (24) hours prior written notice of interment, entombment or inurnment sent to the cemetery where the services are to be provided. Failure to provide sufficient written notice to the specific cemetery may result in additional charges assessed to the provider of the funeral services or the family. Failure to provide sufficient notice may cause a delay in services.

L. Written Application for Interment: ***All interment requests must be in writing and signed by an authorized person.*** An interment request must be made by the Owner of the Right of Interment, or an authorized person appointed by Owner or the successor to the Owner, i.e., a spouse or heir. The request shall be completed on forms provided by the CCA and must be properly submitted and filed in the cemetery office. The CCA reserves the right to refuse any interment for failure to comply with these Rules and Regulations and/or any other policy and procedure of the CCA.

M. Fulfillment of the Agreement for Right of Interment: No interment will be permitted and no interment rights shall be acquired by the purchaser of the Right of Interment until purchaser has fulfilled the terms and conditions set forth in the agreement for the purchase of a Right of Interment entered into between the CCA and the purchaser.

N. Interment Errors: Pursuant to §517.23 of the Ohio Revised Code, the CCA has the right to disinter a deceased person to correct an interment error. Owners and Purchasers acknowledge on behalf of themselves, their heirs, successors and assigns that the CCA has the right to correct any errors that involve the interment of a deceased person, in accordance with the requirements of the Ohio Revised Code and the policies and procedures of the CCA. ***Prior to the corrective action, notice will be provided to the decedent's last known next of kin.***

O. Delay in Interment: The CCA shall not be liable for any delay of an interment where a protest to such interment has been made by a person or persons authorized to commence an action in protest and the CCA is legally bound to comply with said protest, where these Rules and Regulations have not been complied with, or by court order. The CCA reserves the right, under such circumstances, to place the remains of the deceased in a receiving area or other temporary place of interment until all rights have been determined. The CCA shall be under no duty to recognize any protests of interment unless they are in writing and filed with CCA's Director.

P. Interment Performed by the CCA: All funerals upon reaching the entrance of a cemetery owned and/or

operated by the CCA shall be under the supervision of the CCA and its employees. Pursuant to the Ohio Revised Code, all interments must be made by the CCA or with the permission of the CCA. Equipment owned or leased by the CCA and operated by CCA personnel shall be used exclusively in making all interments.

Q. Casket Size: CCA cemeteries are designed to accommodate most standard size caskets.

1. The casket size used for an interment in a grave is determined by the size of the outer burial container. The outer burial container for a standard grave must not exceed 90 inches in length by 34 1/4 inches in width. Size information is available at the cemetery office. Any outer burial container that exceeds the standard grave size will be considered oversized and a suitable place of interment must be located for purchase prior to the interment. ***The CCA reserves the right to refuse any outer burial container that exceeds the above size limitations.***

2. A grave in the baby section is 60 inches in length by 24 inches in width. A casket to be used for an interment in the baby section must fit into an outer burial container which does not exceed 58 inches in length by 22 inches in width. Combination casket and vault must also comply with these dimensions.

3. A casket which is to be entombed in a crypt must not exceed 87 inches in length by 29 inches in width by 24 inches in height. Any casket that exceeds the above sizes will be considered oversized and a suitable location must be selected for purchase prior to an interment.

4. The CCA will make every effort to accommodate a family in need of a Place of Interment to accommodate a larger casket. Additional fees may apply.

R. Urn Size: CCA cemeteries are designed to accommodate various sizes of urns for interment in a grave or niche.

1. An urn which is to be interred in the ground must be placed in an outer burial container designed for urns or the urn itself must be of sufficient strength and designed as a single system for interment in the ground (See paragraph R (2)). The outer burial container for an urn must not exceed 18 inches in length by18 inches in width by 18 inches in height.

2. Niche sizes differ. Prior to placing the cremains into an urn, contact the cemetery staff to verify the correct niche size. The CCA will provide the purchaser with information regarding niche size and it is purchaser's sole responsibility to ensure the urn selected will not exceed the inside dimensions of the niche.

S. Outer Burial Container: An outer burial container shall be required for each interment in a standard grave. An outer burial container is not required in any grave designated as exempt from this requirement or as otherwise specified by the CCA. While not required by law, the CCA mandates the use of an outer burial container. An outer burial container is used to displace the ground pressure on the casket or urn. An outer burial container may be designed as a single system cremains container. The outer burial container must meet the CCA's requirements with respect to size, quality and construction and must be approved by the CCA prior to use.

1. A full body outer burial container must be: constructed of reinforced concrete in accordance with the minimum standards set by the National Concrete Burial Vault CCA, or of galvanized steel, stainless steel or copper all of a quality 12 gauge or better and must be capable of withstanding a minimum of 4500 psi of ground pressure. All metal outer burial containers must be of an air seal design. Certain cemetery sections containing full body graves have a standard width of 36 inches and are designed to accommodate a standard outer burial container which is not greater than 90 inches in length by $34^{1/4}$

inches in width. In the event that the grave was purchased in an older CCA cemetery the width may be smaller. Certain sections developed after 1-1-04, may accommodate an outer burial container that is no greater than 36 inches in width. Outer burial containers which exceed the maximum sizes set forth above will be considered oversized. The CCA will use its best efforts to provide a family with a Place of Interment that will accommodate any outer burial container. Additional charges may apply when servicing an outer burial container which is considered oversized. The Owner or other responsible person i.e. funeral director must verify the grave size prior to an interment.

2. Cremains must be interred in an outer burial container constructed of concrete, cultured marble, certified Corian® surface by DuPont or its equivalent, or galvanized steel, stainless steel or copper of a quality 12 gauge or better. Cremains may also be interred in a cremation vault designed as a single system vault. All cremation vaults must be capable of withstanding a minimum of 4500 psi of ground pressure.

3. Outer burial containers which are not approved by the CCA for use in its cemeteries are prohibited. The CCA reserves the right to refuse the use of any non-approved cremation container.

T. Natural Interments: Certain areas of CCA cemeteries may be set aside for the purpose of completing a natural interment.

1. A natural interment may only be completed in a manner and location permitted by the CCA to ensure proper management of the cemetery and protection of the human remains interred in the place of interment so designated.

2. The intention of a natural interment is for the human remains, full body or cremated remains, to be interred directly into the surrounding soil. It is acknowledged that the full body will decompose in a natural manner and the cremated remains will continue the decomposition process once interred directly in the soil. Once the human remains are interred in a manner described as natural, any removal for any purpose and/or disinterment is impossible and is therefore prohibited.

3. It is the intent of a person selecting a natural interment to be interred directly into the ground thereby restricting each interment to ordinary depth and one interment in a grave.

4. In order to protect the human remains interred therein, a concrete interment cover shall be used for all full body natural interments and for the interment of cremated remains that are placed in the grave without an urn or in a biodegradable urn.

5. The concrete cover will be open at the bottom and have a sufficient size to cover the full body interment or cremated remains. The full body cover must not exceed these interior dimensions: a) Length 86 inches; b) width 30 inches at the base; c) sides 12 inches; and d) center height of 16 inches. The cremation cover will be limited to the following interior dimensions: a) Length 12 inches; b) width 8.5 inches; and c) or height of 8.5 inches.

6. The deceased may be cremated and interred in a biodegradable urn or a biodegradable full body container.

7. A full body interment performed in an area designated as a natural burial section must not be embalmed using any material not rated organic and /or meeting the requirements of established and nationally recognized green burial organizations.

# V. MAUSOLEUMS AND COLUMBARIA GENERAL POLICIES AND PROCEDURES

A. Crypts and Niches: Crypts and niches are the Places of Interment located above ground in a community mausoleum or a Family Estate mausoleum. Niches may be located in a mausoleum or a columbarium. Crypts are generally used for a full body entombment although they may be used for the interment of cremated remains. Niches are used solely for the inurnment of the cremated remains of a human being. Upon full payment of all charges and fees associated with the purchase of a Right of Interment in either a crypt or a niche, the Purchaser or Owner will receive the appropriate Certificate of Right of Interment. Ownership is limited to the Right of Interment only and does not extend to the mausoleum structure, including the crypt or niche front.

B. Ownership Retained by CCA: In the event that the purchaser defaults on the payment for the purchase of the right of interment in a crypt or niche and any fees due as a result of an entombment or inurnment (interment), the CCA will not issue a Certificate of Right of Interment to the Purchaser. The CCA will retain ownership of the Right of Interment in the crypt or niche until all amounts due are fully paid. Any entombment or inurnment without full payment will be deemed temporary and the CCA will record the debt as an obligation of the Right of Interment. No memorialization or further interments will be permitted until all monies due and fees for additional services are paid in full.

C. Common Areas: In order to maintain the stately appearance of the mausoleums and columbaria, those areas beyond a person's place of interment may not be used for placement of a person's personal items. The CCA will remove personal items immediately that are placed in violation of CCA policy.

D. Mausoleum and Columbarium Memorialization: Due to the limited amount of space on a crypt or niche front and in consideration of the community setting of the mausoleums and columbaria, memorialization must be limited. All memorialization must comply with the criteria established for each particular mausoleum. The criterion applicable to each mausoleum is available at the cemetery office. In addition, please refer to the decorations policy for crypt and niche fronts.

E. Casket Limitation: ***Only metal or fiberglass caskets shall be permitted for all mausoleum entombments.*** A wood casket in a crypt will fail and the remains of the deceased may become exposed. In the event that the human remains have been placed in a wood casket and a transfer to an approved casket is prohibitive, the CCA may accept the wood casket subject to the family having the wood casket reinforced and signing a release of liability.

F. Embalming: The design of a mausoleum, both community and Family Estates, requires that all deceased persons to be entombed must be properly embalmed in accordance with current industry practices for embalming. The CCA reserves the right to demand verification of embalming from the funeral director. Embalming of remains may be waived for religious or specific cultural reasons or in the event of impossibility due to the condition of the human remains.

G. Crypt Liner/Casket Protector: In order to better serve all families, it is the policy of the CCA to require that each casket to be interred in a crypt be enclosed in a crypt liner, which is also referred to as a casket protector. The crypt liner or casket protector is selected by the CCA using established standards for the capture of fluids and proper release of gases. The CCA retains sole discretion with regard to this requirement.

# VI. RIGHTS AND OBLIGATIONS OF AN OWNER OF A RIGHT OF INTERMENT

A. Right of Interment Only: Subsequent to the purchase of a Right of Interment, the Owner receives from the CCA a single right for the interment of one deceased human being in an interment space. The Owner of the Right of Interment ***does not acquire a fee simple*** interest in the land, crypt or niche where his/her Right of Interment is designated and the place of interment is located. All fee interests remain with the CCA. ***The Owner of a Right of Interment receives a right for the interment of human remains only.***

B. Number of Burials per Right of Interment: A Right of Interment is designated for the interment of one deceased person. A grave, crypt or niche which is established for one single interment may be used for the interment of only one deceased person. If the purchaser or Owner of a Right of Interment is desirous of increasing the number of Rights of Interment permitted in one single Place of Interment, the CCA may authorize the purchase of an Option Right. (Section VI paragraph D)

C. Cremated Remains: The Roman Catholic Church and the CCA encourage the proper interment of all cremated remains. Those cremated remains interred in a CCA cemetery are interred in accordance with these Rules and Regulations, applicable policies and procedures of the CCA, the laws and directives of the Roman Catholic Church and the directives of the Roman Catholic Diocese of Cleveland. (Section XII)

D. Option Rights: A Right of Interment in a Place of Interment is purchased for the interment of one deceased person. If it is determined by the CCA, in its sole discretion, that space exists in a Place of Interment for the interment of additional human remains, an additional Right of Interment may be added through the purchase of an Option Right. Use of option rights to increase the number of rights of interment in one place of interment must be approved solely by the CCA and is limited by the available space in a single place of interment and the total number of interments permitted by these Rules and Regulations. Options may be purchased for either full body interments or cremation interments. Option Rights are established as follows:

1. Option Rights for Interment in a Grave: All graves are purchased on the basis of one interment per grave and additional interments may be permitted subject to the purchase of additional rights of interment referred to as option rights. Option rights add additional interments in a single grave as follows:

    a. An option right for a grave, which is also referred to as a "Land Option," allows the Owner to modify the number of interments in a single grave. The Owner may add one additional full body interment, with the first placed extra deep, for a total of two full body interments. The CCA permits the placement of cremated remains in the casket of a full body interment subject to the purchase of an option right, payment of the fee for perpetual care and a recording fee. Compliance with the laws and directives of the Roman Catholic Church and any applicable laws of the State of Ohio is required.

    b. Charges for an option right in a grave are set forth on the pricing information sheet which is available at the cemetery office.

    c. If a purchaser elects to purchase a land option when purchasing a single grave and the first interment is a full body interment, the Purchaser acknowledges that the CCA must inter the

remains of the first deceased person extra deep. **The option payment, along with any applicable cemetery charges and fees, must be paid or other arrangement made, prior to the cemetery proceeding with any additional interments.**

d. If an option right is purchased after the initial interment has been completed as an ordinary depth interment, the cemetery will charge an additional fee for raising the initial interment and lowering it to a level which will accommodate the additional interment. This procedure is commonly referred to as a "raise and lower". (See Section VI D(2) for information on the requirements for the interment of cremated remains)

e. When exercising a land option subsequent to the placement of a marker or monument on the Place of Interment the name of the deceased must be inscribed on the existing memorial. If there is no space on the existing memorial, the Owner or other authorized individual may add a second memorial on the grave subject to the approval of the CCA and in accordance with these Rules and Regulations.

f. Once the Option Right is established for a specific individual it cannot be transferred to a third party. Only the original Owner of the Right of Interment or of the Option has the right to return the option right, subject to the refund policy set forth herein.

2. Option Rights for Interment of Cremated Remains in a grave: The CCA's policy regarding option rights for the interment of cremains is as follows:

a. A single grave may be used for the interment of multiple cremated remains interments.A single grave generally cannot be divided into separate cremation graves for individual sale. Single cremation graves are available throughout the cemetery.

b. A single grave without a full body interment may be used for the interment of the cremated remains of up to six deceased persons. Each interment, except the first cremation interment, is subject to the payment of an option charge for cremated remains. The single grave will be partitioned into separate interment spaces. The interments will be made side by side or one above the other in each separate space. A single grave that contains a full body interment may be used for the interment of six additional cremation interments, subject to the condition that the space above the full body interment is sufficient to accommodate the additional interments. The CCA permits the placement of cremated remains in the casket of a full body interment. (Restrictions on Memorialization apply; please refer to Section X Memorialization for applicable restrictions.)

c. A single grave containing a full body interment, and which is to be used for the interment of a second full body interment, may not be used for the interment of cremated remains unless the urn is to be placed within the casket of the deceased person to be interred. A cremation option right must be purchased along with the payment of the fee for perpetual care and the recording fee.

d. In the event that a cremation interment is to be made where a single grave has been used for the interment of a full body at ordinary depth, the cremation burial may proceed only if the space above the original full body interment complies with certain minimum space requirements. A cremation interment above an ordinary depth full body interment must have a minimum 12" of ground cover over the outer burial container containing the cremains interment. A raise and lower of the full body interment must be purchased if the minimum ground cover is not sufficient.

e. Charges for an option right for cremated remains in a grave and other pricing information are set forth on the pricing information sheet which is available at the cemetery office or on the CCA website.

f. Unless otherwise specified in writing, the first cremation interment will be at the top or head of the grave. Each one third of the grave may be used for two cremation interments with the first interment placed at a depth sufficient to accommodate the additional cremation interment.

g. The laws of the Roman Catholic Church mandate the respectful treatment of human remains including those that have been cremated. Scattering the cremated remains, separating the cremated remains into several containers, and/or commingling of cremated remains with the cremated remains of another deceased person's cremated remains or the cremated remains of a animal, are prohibited as contrary to the respectful treatment of human remains.

3. Option Rights for Interment of Cremated Remains in a Crypt or Niche: Option rights may also be purchased to add additional interments in a single crypt or niche subject to the availability of sufficient space for the interment.

   a. One crypt space can be converted to accommodate one full body interment plus the cremated remains of one person, or the cremated remains of two persons. Additional cremation interments may be placed in a crypt if memorialization space will accommodate the additional names of those to be interred. A niche may also be used for an additional inurnment if space is available in the niche. Approval is subject to the memorialization accommodating the additional name. Adding the name must not alter the general appearance of the mausoleum. The maximum number of cremated remains in a crypt or niche will be established by the CCA on a case by case basis, depending on the size of the space and the limitations on the crypt or niche front.

   b. The option right, the fee for perpetual care and recording fee must be paid prior to the interment or the cremated remains. Compliance with the laws of the State of Ohio and the laws and directives of the Roman Catholic Church is required.

   c. Pricing information for all options is set forth on the pricing information sheet which is available at the cemetery office.

4. Non-Payment of Option Right: In the event that the Purchaser/Owner chooses not to purchase the option right at the time that a Right of Interment in a Place of Interment is purchased, and a reservation or other notation is made establishing the need for an option in the future, e.g. adding the name of a spouse on a memorial without an option being paid, the CCA will allow the establishment of the reservation or other notation requiring an Option Right. This allowance is subject to the execution of a ***Non-Payment of Option acknowledgment.*** A notation will be made in the appropriate record that the option has not been paid and the additional Right of Interment cannot be issued or an interment made without the purchase of an option right.

5. All options are subject to the terms and conditions of the agreement for purchase, these Rules and Regulations, the policies and procedures of the CCA regarding interments and the actual availability of space.

**E. No Easement Rights or other Property Rights:** The Owner of a Right of Interment receives a right to be interred in a grave, crypt or niche only and the CCA retains *fee simple* ownership of the land. The Owner does not receive with the Right of Interment any easement rights or other property rights in the land, crypt or niche. No easement or property right is granted to the Owner of a Right of Interment on any property of the CCA, including but not limited to the place of interment, land, buildings, drives, roads, or walkways used as a means of access through or to the cemetery.

F. Individual Rights: All interment rights purchased shall be presumed to be owned by the person named as the Owner on the Certificate of Right of Interment; PROVIDED, however, that a legal spouse of the Owner shall have a vested Right of Interment of his/her body in any unused place of interment conveyed

to the other, which right shall continue as long as he/she shall remain the legal spouse of the Owner or shall be his/her spouse at the time of such Owner's demise. **No conveyance or other action, without joinder therein or by written consent attached thereto, shall divest such legal spouse of his/her vested Right of Interment.**

1. The spouse of an interred individual has the absolute right to be interred with the deceased and is granted an automatic reservation subject to space restrictions and the payment of all interment fees and expenses, including but not limited to the option right.

2. A vested Right of Interment as herein provided may be waived in writing or shall be terminated upon disposition elsewhere of the remains of the person entitled thereto. Termination of the vested right of interment is subject to the CCA receiving evidence of such disposition.

3. The Right of Interment used for the interment of the remains of the spouse of the original owner or the original owner, is owned by the original Owner or spouse of the original owner until terminated by death or a transfer of the interest. In the event that a second spouse survives the spouse of the deceased person interred, the interests of the heirs of the interred individual will supersede the rights of a second spouse only in the place of interment occupied by the deceased person to whom the heirs claim a right of inheritance i.e. mother of the heirs.

G. Interred or Entombed Casket or Urn: Once a casket or urn containing a body is within the confines of the place of interment, no funeral director, embalmer, assistant, employee or agent of a funeral director or embalmer shall be permitted to remove the casket from the place of interment, open the casket or urn, or touch the remains contained therein without the prior written consent of the legal spouse, authorized individual or an order issued by a court of competent jurisdiction. A copy of the written authorization or court order must be submitted to the CCA prior to the opening of the casket. Any violation of this rule may subject the funeral director to further action on the part of the CCA up to and including being barred from performing services at any CCA cemetery.

H. Multiple Places of Interment (Lot) and Return of a Right of Interment: When an interment is made in a place of interment that is part of a lot, and the Right of Interment is transferred to an Owner by the CCA through the issuance of a Certificate of Right of Interment, the lot is held as a unit and it shall be indivisible. The whole of such lot thereby becomes inalienable and shall be held as the lot of the original Owner in which one grave may be used for the Owner's interment, one for the interment of his or her surviving legal spouse, if any; and in those remaining, if any, the children of such Owner may be interred in the order of need, without the consent of any person claiming an interest therein or issuance of notice, unless otherwise ordered by the Probate Court of the county in which the cemetery is located or as specified by the Owner in writing.

*I. **Only the original Owner or original Owner's spouse, may return a Right of Interment to the CCA.***

J. Designation by Owner of Use of the Right of Interment: Upon purchasing a Right of Interment and proper transfer of such right to the Owner by the CCA, the Owner has the right to designate the person to be interred in the place of interment subject to these Rules and Regulations and the laws of the Roman Catholic Church. Prior to such designation, ownership of the Right of Interment must be affirmed through the receipt of a duly signed Certificate of Right of Interment by the CCA. The Owner of a right of interment may designate who is to be interred in the place of interment as follows:

1. Owner may authorize the interment of a deceased person in his/her place of interment thereby transferring the right of interment to the deceased. Upon the Owner authorizing the interment of a deceased person, the Owner waives his/her rights with regard to that right of interment and transfers all rights to the descendants of the deceased person interred in the place of interment. In the event of a subsequent marriage, the rights of the heirs of the interred deceased person will be superior to the

rights of the Owners subsequent spouse and his/her heirs. The heirs of the person interred will have sole authority over the interment right used for the interment of the deceased.

2. Through his/her testamentary documents, commonly referred to as a Last Will and Testament, or through a Trust which would own the Right of Interment, thereby establishing the manner in which each Right of Interment is to be used.

3. Through the use of a ***Reservation***, the Owner may designate the person(s) who may use the right of interment. A reservation is established by filing an affidavit with the CCA specifically designating the person(s) for whom the interment space is to be utilized. A duly established reservation is binding upon the CCA and the heirs and successors of the Owner. A Right of Interment established by a reservation may be waived in writing or shall be terminated only upon disposition elsewhere of the remains of the person entitled thereto. Every reservation is deemed irrevocable if the Owner does not specifically designate the reservation as revocable. The Owner must designate the reservation as revocable to avoid the CCA's requirement that a reservation not designated as revocable cannot be removed without notice to the person for whom the reservation is established.

K. Descent and Distribution: In the absence of a specific disposition by the Owner of any remaining Rights of Interment, either in his/her Last Will and Testament or other written declaration of record, the CCA will follow a modified form of the order of the statute of descent and distribution in determining the use of the remaining rights of interment. In all cases, the Owner and his/her spouse have the primary and secondary rights of interment pursuant to a spouse's vested rights. Any remaining interment space may be used by the descendants of the original Owner. All interments and rights of interment are subject to the requirements set forth in applicable Canon Law, these Rules and Regulations and applicable Ohio law. Any unused rights of interment or places of interment may be used by the children of the original Owner in the order of need. In the event that a child of the original Owner is interred, a reservation will be established for the spouse of that deceased child. After the children of the original Owner are deceased or relinquish any interest in any remaining interment space, then to the descendants of those children. In the event that there are no immediate heirs, i.e. children, then to any other heirs of the Owner and their spouse in accordance with the statutory distributions established under Ohio law and to those heirs according to need with a reservation established for the spouse of an heir interred. In the event that an Owner of the Right of Interment dies without a devise or any known kindred, the Right of Interment shall revert to the CCA and may be sold or used for other CCA purposes i.e. burial of an indigent person. Under no circumstances will the provisions of Ohio Revised Code §2105.06(J) allowing for property to escheat to the State of Ohio be applicable to any Right of Interment within the jurisdiction of the CCA.

L. Transfer of a Right of Interment: The transfer of a Right of Interment by anyone other than the original Owner or the original Owner's spouse is generally prohibited. A transfer of a Right of Interment to a person who is not an heir of the original Owner is prohibited unless in writing and duly executed by the original Owner or the original Owner's spouse, or by the written consent of all parties having an interest in the Right of Interment as set forth in 6(I) above. The transfer or assignment of the rights established by a Right of Interment in a CCA cemetery or of any interest in a place of interment shall not be valid without the prior written consent of the CCA, properly endorsed on the Certificate of Right of Interment. Owner will sign all other forms prepared by the CCA to properly complete the transfer. The transfer or assignment is to be recorded in the permanent records of the CCA and is made subject to the Rules and Regulations of the CCA. The transferee accepts that their use of the Right of Interment must be in compliance with and is subject to these Rules and Regulations and the laws of the Roman Catholic Church. The transferee is prohibited from returning the transferred Right of Interment to the CCA and is prohibited from transferring the Right of Interment to a third party.

M. Transfer of a Right of Interment to a Non-Related Third Party: In the event of a transfer to an individual not related to the Owner by blood or marriage, the transfer will not be valid nor the Certificate of Right

of Interment issued until the perpetual care fee is paid. The perpetual care fee is calculated based on the current sale price of the Right of Interment. The CCA will also assess a transfer fee prior to completing the transfer.

N. Certificate of Right of Interment: Upon receipt of full payment of the contract amount, the CCA will prepare a Certificate of Right of Interment in the name of the person designated as the Owner on the Agreement of Right of Interment. The Certificate of Right of Interment ***is not*** valid until signed by the Owner and returned to the cemetery where the right of interment was purchased. Ownership of the Right of Interment must be issued in the name of one individual who is eligible for burial under these Rules and Regulations and the laws and rules of the Roman Catholic Church. No inanimate person or other ineligible person may own a Right of Interment in an CCA cemetery. An exception is made for any trust established by the Owner of the Right of Interment or a trust established for the benefit of those eligible individuals to be interred in the Place of Interment.

O. Placement of a Permanent Memorial: The CCA recommends but does not require that a permanent memorial be placed on a person's place of interment.

P. Authority regarding Memorialization: Subsequent to the interment of the Owner of a Right of Interment and the interment of his/her spouse, if any, the CCA recognizes that the heirs (children) of the Owner have authority with regard to memorialization placed on the Place of Interment of the deceased, subject to any rules and regulations set forth herein. In certain situations, the children may not agree as to the type of memorial or the inscription to be engraved on the memorial. If the children cannot unanimously agree, then the CCA will accept the position of a majority of the heirs (children). In the event of a draw, the family may seek the assistance of an independent arbitrator and the CCA will agree to enforce the final determination of the independent arbitrator if not inconsistent with these rules and regulations. If there are no children, then authority for memorialization purposes will extend to the heirs according to the provisions of Section VI, except in the event that there is an existing memorial and the memorialization has been completed, in which case an heir may request a modification. If there is no memorial or if the final inscription has not been completed, an heir or other interested party is granted the authority to place a memorial or add an inscription subject to the execution of an agreement to remove the memorial or replace the original memorial improperly inscribed, if a proper demand to remove or court order is received by the CCA. The CCA reserves the right to demand proper documentation of authority, including an order from a court of competent jurisdiction. ***The CCA retains sole discretion to approve or deny any request for modification or removal of a memorial.***

Q. Authority of Parent or Guardian: In the event that an Owner of a place of interment or other person with proper authority to authorize the interment of another individual's deceased child in their Place of Interment; either i) accepts responsibility for the purchase of a right of interment for another individual's child; ii) accepts responsibility for the payment of interment services for the interment of another individual's child; iii) as Owner grants permission for the interment of another individual's child in his/her place of interment; or iv) purchases a Right of Interment and is designated as Owner despite not having any relationship with the deceased child, and in each circumstance the place of interment is not owned by the parent or guardian, the contractual relationship between the Owner and the CCA does not abrogate the rights of the parent or guardian with regard to the remains of the child interred, unless the relationship of parent/guardian and the child was severed by an act adjudicated as unlawful. This rules shall not apply if the Owner is the spouse of the adult child.

R. Authority to Place Memorials: Generally, only the Owner of the Right of Interment and his/her heirs have authority to place a Memorial on a Place of Interment. In the event that the Owner of the Right of Interment or his/her heirs authorizes the interment of a deceased person in the place of interment, the immediate family of the deceased person shall have the right to place a memorial on that place of

interment subject to the terms and conditions of these rules and regulations. The specific purpose of this regulation is to prevent the Owner or the heirs of the Owner from prohibiting the memorialization of a deceased person once authority to inter has been granted.

S. Right To Be Interred With a Child:

1. Upon granting permission for the interment of an unmarried or minor child in a grave not owned by the parents of said child, or if contracting for the interment of a child for the benefit of the parents, the right of the parents to be interred with their child is automatically granted and cannot be removed or altered unless agreed to in writing and signed by the parents.

2. A parent has the right to be interred with their cild if the Place of Interment is owned by the other parent and one or more of the following conditions apply:

   a. the child was a minor at the time of the interment; or

   b. the child was married at the time of their interment and the spouse of the child waives their spousal rights; or

   c. the parents were legally married at the time of the interment of their child and interment space is available or can be made available; or

   d. the parent not having an interest in the grave at the time of the interment of the adult child, gave permission or agreed to the burial of the child with the intent or reasonable belief that they could be interred with their child in the future.

T. Right to Be Interred with an Adult Child: Under certain circumstances, a parent's intent to be interred with an adult child is recognized and an automatic reservation is established for that adult child if the funds used for the purchase of the Place of Interment were provided by the parent. The purpose of this rule is to prevent the Owner of the Place of Interment from interfering with the original intent of the purchaser if it can be demonstrated that the parent provided the funds for the purchase of the Place of Interment and ownership was placed in the name of another. This automatic reservation in favor of an adult child is established only if grave space exists to accommodate the individuals to be interred.

U. Unlawfully Taking of a Human Life: In the event that the person contracting as the purchaser of the Right of Interment is named or to be named as the Owner of the Right of Interment or the person is named as the designated person by the purchaser as the Owner and the Owner has been adjudicated responsible for taking the life of the deceased in an unlawful manner, the Purchaser waives their right to the ownership of the Right of Interment. The CCA shall hold the Right of Interment until such time as a court of competent jurisdiction issues an order designating another individual as the Owner of the Right of Interment. With the Right of Interment belonging to the CCA for the benefit of the deceased, the CCA retains sole discretion to determine who shall have the rights of the heirs as established by these rules and regulations unless otherwise ordered by a court of competent jurisdiction.

# VII. PURCHASE OF A RIGHT OF INTERMENT AND CCA REFUND POLICY

A. Selection: Persons desiring to purchase a Right of Interment should contact the Catholic cemetery of their choice. Prices and payment options are determined by the CCA.

B. Right of Interment: Presentation of the Certificate of Right of Interment is generally required at the time arrangements are made for the interment of a deceased person or at any other time that a person is seeking to exercise any rights requiring proof of ownership. When such certificate is not presented, or when presented by someone other than the original Owner, the CCA will be bound by the rights of the original Owner in its dealings with the person seeking to utilize the Right of Interment or gathering information. The CCA is bound by the Owner's declarations or the sequence of inheritance as established by the CCA.

C. Change of Address: It shall be the duty of the Owner of the Right of Interment and/or his/her surviving spouse or next of kin to notify the CCA of any change in address for receipt of notices and other information from the CCA. Any and all legal notices sent to the Owner's last known address shall be deemed proper and legal notification.

D. Speculation Prohibited: Ohio law prohibits the purchase of rights of interment for the purpose of speculative investment.

E. Indebtedness: No Certificate of Right of Interment will be issued as long as there is an unpaid amount due the CCA for the purchase of a Right of Interment or for any services rendered.

**F. Perpetual Care Fund (Endowment Burse): The CCA has established a fund for the care and maintenance of those Catholic cemeteries which it owns and operates. This fund is referred to as the Catholic Cemeteries Association Cemetery Endowment Burse and it is funded by an assessment at the time of sale on every Right of Interment, including Option Rights, purchased at a CCA cemetery.** ***Due to the restricted nature of this fund, any and all monies paid into the fund are non¬refundable.***

G. Refund Policy: Except as otherwise set forth in these Rules and Regulations, the CCA's policy for all refunds is as follows:

1. When a purchaser enters into an Agreement for the purchase of a Right of Interment, including an Option Right, and other products and services, and the Purchaser has complied fully with the contract's terms and conditions, the Agreement is deemed fully executed and the CCA has issued or will issue a Certificate of Right of Interment. Once the Certificate of Right of Interment is issued, only the original Owner or his/her spouse has the right to return the right of interment for a refund less any administrative fee assessed. If the Purchaser, prior to the issuance of the Certificate of Right of Interment, or the Owner as identified on the Certificate as issued, seeks to cancel the fully executed contract to return the Right of Interment along with any services and items purchased and is seeking a refund of the original purchase price, the CCA's policy is as follows:

    a. The CCA is exempt from the provisions of the Ohio Revised Code 31§1721 regarding cancellation and does not waive its right of exemption.

    b. In the event the Purchaser or Owner cancels the Agreement in writing not later than midnight of the seventh (7th) day following the date of the contract, the CCA shall return all monies paid hereunder.

c. If Purchaser or Owner should cancel the Agreement for a purchase after midnight of the seventh (7th) day, in consideration of the administrative expenses incurred, the CCA will assess a cancellation fee equal to twenty-five (25) percent of the original purchase price for each right of interment as set forth in the Agreement, and a cancellation fee for any products purchased as set forth in the Agreement.

**d. Purchaser and/or Owner acknowledges that the Catholic Cemeteries Association Cemetery Perpetual Care Burse is a non-revocable cemetery care fund and Purchaser/Owner agrees that after the Certificate of Right of Interment has been issued that the monies paid into the fund are not refundable.**

2. When a purchaser enters into an agreement with the CCA for the purchase of a permanent memorial and cancels the agreement for purchase after the seven (7) day cancellation period, if production of the permanent memorial has not commenced, the CCA will refund the purchase price to Purchaser less the twenty-five (25) percent cancellation fee. The CCA will not be obligated to refund the purchase amount for the permanent memorial if production of the permanent memorial has commenced. Manufacture is deemed to have commenced upon approval of the final sketch. A memorial will not be manufactured until the same is paid in full.

3. When a purchaser enters into an installment contract with the CCA, the policy regarding refunds as set forth on the Agreement for Pre-Need Right of Interment is binding. The CCA shall not issue nor is obligated to issue a Certificate of Right of Interment until the final installment is paid.

4. An application for refund must be submitted by the original Owner of the Right of Interment. The CCA has the right to refuse the return of any Right of Interment.

5. In the event of a disinterment and a removal of the remains by the Owner of the Right of Interment, the CCA will refund the original purchase amount for the Right of Interment less a twenty-five (25) percent administrative fee and less the funds paid into the irrevocable perpetual care fund.

6. Purchaser will not be entitled to a refund for any products or services used in connection with a completed interment.

# VIII. DISINTERMENT & RAISE AND LOWER

A. Application for Disinterment: The CCA recognizes that requests for disinterment generally come from the surviving family members and, overwhelmingly, these requests seek reinterment in another CCA cemetery. Often, the reason for the request is to unite spouses, parents and other family members in contiguous places of interment. Ordinarily, a disinterment procedure is not adversarial in nature but does require that the applicant furnish certain information as required under the laws of the State of Ohio. When a disinterment is requested, the applicant is obligated by Ohio law and the CCA to comply with the following:

1. The person requesting the disinterment must complete application forms provided by the CCA. The completed forms must be submitted for processing to the cemetery where the decedent is interred.

2. No disinterment will commence until all necessary forms have been properly completed and filed and all CCA fees and charges have been paid.

3. If the applicant is the surviving spouse, is at least eighteen years of age and complies with the requirements of Ohio Revised Code §517.23 and §517.24, the cemetery is authorized to proceed with the disinterment.

4. If the applicant is not the surviving spouse, then in addition to the application forms as stated in A(1) above, the applicant must also file an application with the probate court in the county where the decedent's remains are interred. Upon a complete review of the application, the probate court may issue an order of disinterment. Upon receipt of the original Order of Disinterment issued by the Probate Court of the county where the remains are interred, the completed CCA application forms, and receipt of all applicable fees and charges, the CCA will authorize the cemetery to proceed with the disinterment.

B. Notification: The CCA has no reasonable means available to verify the applicant(s) for a disinterment is/are the sole surviving family member(s) duly authorized to make application for disinterment or that no other equally affected family member objects to the disinterment and re-interment. The CCA must rely on the requirements set forth in §517.23 and §517.24 of the Ohio Revised Code with regard to the issue of notice to all parties having a legal interest in the disinterment application. With exception of the surviving spouse, all applicants for a disinterment must issue notice to the surviving spouse, if applicable, and to all those persons that would have been entitled to inherit under Ohio law if the decedent died intestate. The CCA cannot be held responsible for a violation of Ohio law on the part of an applicant for a disinterment.

C. CCA Right to Question: The CCA reserves the right to question the validity of any application for disinterment and the sufficiency of any issued order for disinterment. This may include, but is not limited to, obtaining verification of notice to all interested parties. In the event that a court of competent jurisdiction has issued a proper order of disinterment, the CCA will proceed with the disinterment of the remains as ordered unless it is determined by the CCA that enforcement of the court order will violate Canon Law, the teachings and discipline of the Roman Catholic Church and/or the teachings and discipline of the Roman Catholic Diocese of Cleveland.

D. Raise and Lower: The remains of a deceased person may also be removed from a grave for the purpose of performing a "raise and lower". Under Ohio law, this procedure is not considered a disinterment. A raise and lower, serves to place the remains of the deceased person deeper into the same grave for the purpose of accommodating additional interments. **Due to the cost associated with a raise and lower, the CCA**

**recommends that if such an arrangement is desired, the Purchaser should purchase the extra deep interment service and a land option prior to the interment of the first deceased person.**

E. Condition of Outer Burial Container: All interments are completed in a manner which facilitates the permanent disposition of the remains of the deceased person. A disinterment or a raise and lower can result in damage to an outer burial container regardless of the care used in the process. The CCA is not responsible for any damage to the outer burial container or the casket which may occur during a disinterment or a raise and lower. **Owner agrees to bear the full cost of replacing a damaged outer burial container and casket.**

F. Due to the fact that the disinterment/reinterment process can result in a renewal of the grieving process, the CCA makes every effort to provide caring, sensitive assistance to each applicant. The outer burial container in which the remains have been placed may be in a deteriorated condition caused by the natural conditions of below ground interment. The CCA cannot ensure the condition of the outer burial container and therefore recommends that the family not attend the disinterment or reinterment. The CCA is not responsible to any family member for any physiological, psychological or physical injury resulting from attendance at the disinterment of the decedent.

# IX. DECORATIONS

A. General Statement of Policy: From the earliest times in the Church's tradition, believers have decorated the places of interment of their loved ones with words and symbols reflecting their strong faith in the continuing presence of the Lord in life and death and their firm hope in the resurrection as the promise of everlasting life. The cemeteries maintained by the CCA are Sacred Places and as such must be maintained in a manner which is respectful of all those who have entrusted their loved ones to us. In order to maintain the condition of the cemeteries, and to be considerate of one another, it is necessary to limit the nature and type of decorations permitted throughout these Sacred Places. It is the policy of the CCA that any item or object other than a marker or monument, is considered a decoration or grave accessory (hereinafter collectively "decoration"). It is imperative that all decorations comply with these Rules and Regulations and any amendments thereto promulgated by the CCA from time to time. Due to the nature of cemetery operations, the CCA is not responsible for damage or loss to a decoration or grave accessory regardless of cause.

B. Flowers at the time of Interment: Immediately following an interment, it is customary for the flowers from the funeral to be placed on or near the place of interment. If a family chooses to place the flowers from the funeral at or near the place of interment, the policy of the CCA is as follows:

1. In the case of an interment in a grave, the funeral flowers must be placed directly on the grave. The flowers will be removed and discarded after forty-eight (48) hours.

2. In the case of an interment in a columbarium, due to the small area, not more than three (3) bouquets may be placed near the place of interment and they will be removed and discarded at the end of the next regular work day.

3. In the case of an interment in a mausoleum, the CCA limits the number of bouquets to not more than three (3) due to the limited space available. The bouquets may be placed inside the mausoleum either near the place of interment or inside the entrance to the mausoleum. Bouquets will be removed and discarded at the end of the work day.

C. Bouquet Holder/Flower Vase: Bouquet holders and/or vases which are not flush with the ground create a potential hazard to our employees and to visitors. In our continued effort to create a safe environment for CCA employees and visitors, the CCA requires that all bouquet holders or vases placed on a grave be flush with the ground at all times. Federal law requires that the CCA maintain a safe work environment for its employees. Flush bouquet holders and/or vases must not have any opening which is greater than $4^{1/4}$ square inches. All bouquet holders must be presented to the cemetery for approval before installation. To ensure compliance with these rules and regulations, installation will be completed by a CCA employee.

D. Decorations: The CCA's policy for decorations on a grave is as follows:

1. Growing Season: From March 16th until October 31st, only fresh flowers in approved bouquet holders are permitted. In order to allow for the proper maintenance of all CCA cemeteries, during the growing season, with the exception of certain holidays, artificial flowers will be removed and discarded. Artificial decorations are permitted on holidays during the growing season as posted at the cemetery entrances. Flowers will be removed every Tuesday to eliminate any obstacles and allow the cemetery staff to maintain the cemetery grounds. In an effort to reduce waste and the overall impact of non-biodegradable materials on the environment, the CCA encourages families to minimize the use of non-biodegradable materials when decorating a grave.

2. Artificial Flowers or Decorations: Artificial flowers and decorations are permitted from November 1st until March 15th. Due to the danger to persons and property, artificial decorations are not permitted during the growing season, other than certain holidays specified by the CCA. Artificial flowers often contain metals which can cause damage to equipment and if caught by the lawn cutting equipment can cause injury. Any artificial flowers or decoration found on a grave between March 16th and October 31st will be immediately removed and discarded, with the exception of specified holidays. Artificial decorations will be removed on the Tuesday immediately following the specified holiday.

3. Winter Season: From November 1st until March 15th artificial decorations and live winter decorations are permitted. Grave blankets and grave mounds and other similar grave accessories are not permitted because they interfere with the ability of the staff to maintain the cemetery and they can become a shelter for rodents.

4. Seasonal Crosses: From November 1st until March 15th and during certain specified holidays, families may place a seasonal cross to better identify a loved one's place of interment. To protect the safety of all our visitors and our employees, and to assist in the reduction of incidents of equipment damage, all crosses with spikes or stakes are prohibited and will be removed immediately. The CCA will permit the use of a cross stand for the placement of a winter cross in any CCA cemetery.

5. Cross Stand: A cross stand is described as a formed metal stand that is affixed to the cross in a sufficient manner to ensure that it will not detach when efforts are made to remove it from the ground. The formed metal stand must not contain any welds and must be manufactured of 11 gauge steel or better. Other metals of comparable strength and manufacture are also permitted. The stand must be formed of one piece of steel or other metal of similar strength. Welds are prohibited as they may fail over time. The stand must be of sufficient size to ensure that the cross will remain stable when set in the ground. It must be of such design and strength that it can be placed in the ground with no more force than the foot pressure of an average adult person. All cross stands must be presented to the CCA for approval prior to use.

6. Christmas Decoration Removal: The CCA will begin removing and discarding Christmas decorations on January 31st, with the exception of seasonal crosses, artificial wreaths and artificial flowers. In the event of heavy snow cover, the final removal will be extended until a significant thaw occurs or until March 15th. Seasonal crosses, artificial wreaths and artificial flowers, including poinsettia plants are permitted until March 15th, subject to compliance with these Rules and Regulations and they do not interfere with cemetery operations.

7. "Natures Beauty Makes the Best Decorations.": Plastic and Styrofoam grave decorations do not decompose nor are they environmentally friendly. The CCA recommends using only fresh flowers on graves. ***Please use natural products to honor your loved ones.***

**E. Moving of Decorations: Members of the CCA staff may on occasion find it necessary to move decorations in order to prepare for an interment or to perform a maintenance function. In the event that decorations are moved, the staff will make a reasonable effort to replace such items. The cemetery staff may have difficulty locating the exact location of the place of interment from which the decorations were removed. In order to facilitate the replacement of the decorations, the CCA recommends that all decorations be clearly marked with the deceased surname (last name), section and lot number for identification purposes.**

**F. The CCA is not responsible for any decorations or grave accessory, including but not limited to wooden crosses, wreaths, personal remembrances and other mementos items which are lost, misplaced, damaged or destroyed regardless of cause.**

G. Place of Interment Planting Gardens: Planting gardens on a place of interment are prohibited for all flush memorials. Live flowers or plants only may be planted on a place of interment having a raised/pillow marker or a monument. Plantings may be placed in the area directly in front of the memorial and must not exceed twelve inches from the base and are not permitted beyond the sides or on the sides of the memorial. Nothing may be planted behind the memorial. No plastic materials or artificial decorations of any kind may be placed during the growing season. Please refer to the rules and regulations regarding artificial decorations and when they are permitted. All artificial decorations placed during prohibited times will be immediately removed and discarded. All hardscape, i.e., fencing, rock, mulch, or similar material will be removed and discarded. All plant materials are subject to removal to facilitate cemetery maintenance or to perform an interment. To facilitate the proper maintenance of the cemetery, CCA staff must have unfettered access to all cemetery sections and all places of interment. In the normal course of cemetery operations, equipment may cause damage to planted materials, therefore the CCA is not responsible for damage or removal of any plant materials on a place of interment.

H. Height and Width: Decorations in excess of 36 inches high or 34 inches wide are not permitted and will be removed. In the case of baby graves, the width of the decoration shall not exceed 22 inches.

I. Crypt and Niche Decorations: Crypt and niche fronts are generally constructed of porous materials such as granite or marble and can be damaged by adhesives used to attach decorations. Damage from such adhesives may include discoloration or may even cause the granite to become brittle. A damaged crypt or niche front can diminish the beauty of the crypt or niche. Unauthorized personal items attached to the crypt and niche fronts will be removed and the cost of any repair will be assessed to the Owner of the Right of Interment or their surviving heirs. **Crypt and niche fronts are a part of the building structure and only CCA approved and installed crypt and niche front decorations are permitted.**

J. Vigil Lights: Vigil lights are permitted subject to the following rules and regulations:

1. Vigil lights for use in a CCA cemetery should be non-burning (no live flame). The light can be powered by batteries or a solar cell. Live flame candles are a fire hazard and if in the CCA's sole discretion are determined unsafe, they will be removed and discarded.

2. The chamber containing the battery or solar cell must be waterproof to prevent leakage of any toxic materials.

3. Only one CCA approved vigil light may be installed on a monument or placed on a single grave.

4. Any vigil light which is deemed by the CCA to be in violation of the Rules and Regulations will be removed and discarded.

5. **The CCA is not responsible for any loss, cost or damage to the vigil light regardless of cause. The CCA is not responsible for any damage caused to the base of a monument by a vigil light or for refunds of any kind.**

6. The vigil light chamber must be constructed of shatter proof UV protected polycarbonate (Lexan) or of a material equal in quality with a thickness of not less than 0.10". ***Glass of any kind is prohibited and will be removed and discarded.***

7. Graves:

   a. A non-burning vigil light may be placed in the ground at a grave during the winter decoration season from November 1st through March 15th. Any additional vigil lights will be removed and discarded.

   b. A non-burning vigil light placed on a grave must be installed in a plastic sleeve for ease of

installation and removal. When the non-burning vigil light is removed, the sleeve may not have an opening which is greater than 4 1/4 square inches. ***Stakes and pins are prohibited, and any vigil light installed using a stake or pin will be removed and discarded.***

8. Monuments: A non-burning vigil light may be permanently installed on the base of a monument subject to CCA review and approval. The vigil light may not be installed on the monument die or on a raised marker.

9. Live flame candles must be placed in a container designed to contain or extinguish the flame if it should be toppled. The CCA has sole discretion with regard to the use of live flame candles and will remove any candle that is deemed a fire hazard.

**K. All items which are deemed by the CCA to be in violation of the Rules and Regulations will be removed and discarded. The CCA is not responsible for any item placed on a place of interment and/or removed from a place of interment.**

***L. Due to varying outdoor conditions, inclement weather conditions and the ongoing maintenance requirements of each cemetery, the CCA is not responsible for any decorations or personal effects left on any part of the cemetery, including any place of interment.***

M. Prohibited Decorations: Certain decorations are prohibited because they have a potential for causing injury to employees or visitors, may cause damage to the cemetery landscape including trees and shrubs planted by the CCA, or may cause damage to the CCA's equipment. Prohibited decorations including but not limited to the following:

1. Marble chips, stones, wood chips, bricks, lucky stones or any other landscaping material used to establish a border next to a marker or monument.

2. Decorations in glass or metal containers are subject to immediate removal because of the danger they present to employees and visitors. See Section IX Paragraph C above for information on approved bouquet holders.

3. All **glass** decorations and any lights or lighted decorations, such as Christmas lights, are prohibited. Such decorations will be removed and discarded.

4. To avoid damage to trees, shrubs or gardens, any decorations placed on trees, shrubs or in the gardens are not permitted and will be removed and discarded.

5. Fresh flowers on an interior crypt or niche are prohibited.

6. Any hook or hanger designed to hold a planter or basket.

# X. MEMORIALS

**A. For the purpose of these Rules and Regulations, a granite memorial includes all flush markers, raised markers, small monuments or large monuments that are manufactured in accordance with these Rules and Regulations for placement on a place of interment in a CCA cemetery. This does not include a monument or granite alcove designed to contain cremated remains which may only be placed in areas designated for the CCA for above ground interments Any Memorial delivered to a CCA cemetery in contravention of these Rules and Regulations will be rejected and not permitted for placement on the place of interment. If installed or placed without authorization of the CCA, the Memorial will be removed for non-compliance, following thirty (30) days reasonable notice without response. A memorial designed to contain the cremated remains of a deceased person, becomes a place of interment and is the property of the CCA. The place of interment may only be located in areas designated by the CCA as appropriate for such use.**

**B. Memorials: The CCA has sole discretion as to the design, size, location, material, quality and setting of every memorial delivered to a CCA cemetery. The CCA has the absolute discretion to deny the placement of a memorial on a place of interment. No memorial may be placed on a place of interment until all amounts due the cemetery are paid in full and a Certificate of Right of Interment has been issued.**

C. Authority to Place Memorials: Generally, only the Owner of the Right of Interment and his/her heirs has the authority to place a Memorial on the Place of Interment where the Owner's Right of Interment is located. In the event that the Owner of the Right of Interment or his/her heirs authorizes the interment of a deceased person in the place of interment, the immediate family of the deceased person shall have the right to place a memorial on that place of interment subject to the terms and conditions of these Rules and Regulations. The individual accepting legal or contractual responsibility for the interment of the deceased shall have the authority to place a memorial unless prohibited by an order issued by a court of competent jurisdiction. The specific purpose of this paragraph (X) (C) is to prevent the Owner or the heirs of the Owner from prohibiting the memorialization of a deceased person once authority to inter has been granted.

D. Placement of a Memorial for a Deceased Spouse: A surviving spouse has the right to approve any memorial to be set on the Place of Interment of their deceased spouse. In the event that a memorial is placed on the Place of Interment of their deceased spouse without prior written authorization, the spouse may demand removal of the memorial. Ownership of the Place of Interment does not supersede the rights of the surviving spouse as set forth under this paragraph (D).

E. General Standards for Memorials: Memorials for use in a CCA cemetery must be constructed of granite and are to be used solely for the purpose of memorializing and identifying those persons interred in a Place of Interment. Shrines and statuary that are donated by individuals for installation in a CCA cemetery may be used for purposes of memorialization if approved by the CCA. **Bronze memorials are permitted at Elmhurst Park Cemetery only.** A memorial that is used for the purpose of memorialization on a Place of Interment must include relevant information such as the date of birth and death and may include other symbols as herein set forth.

F. Memorial Application: A CCA Memorial Application requesting approval of a granite memorial must be

submitted to the CCA for every memorial to be placed in a CCA cemetery. The application must include the proposed design, the proposed inscription, the quarry of origin and a statement of compliance with these Rules and Regulations. The CCA will review the application for compliance with these Rules and Regulations and any other policies of the CCA. It is recommended that the Owner obtain approval from the CCA for the granite memorial prior to manufacture. The CCA will not permit the placement of a memorial without an approved application. The CCA reserves the right to refuse placement or remove any memorial made or set in contravention of these Rules and Regulations.

G. Verification of Existing Memorial: Due to the volume of interments throughout the CCA's cemeteries and memorial applications, CCA reviews each application for compliance with these Rules and Regulations only and does not verify if another memorial exists on a Place of Interment. The Owner and monument dealer are solely responsible for verifying that no other permanent memorial has been placed on the place of interment for which an application is submitted. A second memorial on a place of interment may be placed if certain conditions are met.

H. Minimum Quality Standards for Granite: To minimize the possibility of inferior materials being used for granite memorials, the CCA accepts only guaranteed first grade clear stone. This policy is enforced to protect the families served by the CCA. All granite memorials must comply with the following requirements:

1. The appearance of the granite, including but not limited to the color and the grain, must not be altered in any manner. The use of any type of oil, wax or any other substance either artificial or natural is strictly prohibited as it alters the true color of the granite.

2. The granite must be free of any material that will cause the granite to stain.

3. The granite must be free of fissures which have a tendency to check or crack.

4. The granite must meet these minimum acceptable granite standards:

Absorption percentage - cannot exceed 0.40%
Compression strength - minimum is 19,000
PSI Modulus of Rupture - minimum is 1500 PSI

5. Due to the nature of granite along with the fact that a defect in the granite is difficult to discover, the CCA is not responsible or liable for any defects discovered after the granite memorial has been delivered.

I. Inferior Granite: Any granite memorial which does not meet the minimum requirements set forth in these Rules and Regulations or other published policy of the CCA, may be rejected. If rejected, the CCA will not permit the setting of the memorial and the memorial manufacturer must immediately remove it from CCA premises at their sole cost and expense. Due to the nature of granite, a defect may not be immediately discoverable. Under such circumstances, the CCA reserves the right to have the granite memorial removed and replaced by the manufacturer at the manufacturer's sole cost and expense. The Owner of the granite memorial and/or the manufacturer of the granite memorial and/or the seller of the granite memorial are jointly and severally responsible for complying with these Rules and Regulations.

J. Certificate of Origin and Compliance: Prior to accepting a memorial for delivery, the CCA requires that the monument dealer provide a completed Certificate of Origin and Compliance. The certificate must include the origin of the granite used in the manufacture of the memorial and a guarantee by the memorial manufacturer that the granite meets all CCA requirements. The certificate must be signed by the monument dealer and the Owner of the Right of Interment, his/her heir or a duly appointed

representative. Information regarding the origin of the granite must include the quarry and country of origin and the number of years that the granite has been used for memorial purposes without a major incident, such as fading, discoloration or fracturing due to natural forces. Any granite which does not have a minimum of five (5) years of use without a failure may be prohibited.

K. **Zoning: The CCA's Rules and Regulations regarding the type, size and location of any memorial to be installed in a cemetery owned and operated by the CCA are at all times subject to local zoning requirements.**

L. Designated Monument Areas: The cemetery office maintains information regarding the location of the monument lots and the specific memorial sizes permitted.

M. Granite Memorials - Miscellaneous:

1. Information regarding foundation fees and and other additional information applicable to granite memorials is available at each cemetery office.

2. Irregularities in lettering or design shall be construed as inferior workmanship and will not be accepted.

3. **Owner acknowledges that his/her marker or monument is set in the ground and is subjected to a combination of forces, both natural and man made, which can damage the granite or alter its appearance. The CCA shall not be responsible for markers and/or monuments which are damaged or broken as a result of the aforementioned causes.**

4. Under those circumstances where the CCA will replace a damaged memorial, the replacement will be of such size and material which complies with the current Rules and Regulations and will be produced by the CCA or a manufacturer selected by the CCA.

5. The CCA recommends against the use of memorials which are predominantly black in color. Memorials of this type are generally not granite but more commonly known as diorite or gabbro and referred to as "Jet Black" for memorial purposes. This natural material contains a significantly lower amount of quartz which is a fundamental element of granite. Such material is more susceptible to damage because of its relative softness as compared to granite. Gabbro or diorite may be damaged by natural forces and/or cemetery equipment, therefore it is **not recommended** by the CCA for use as a flush marker. Any individual seeking to place a marker manufactured of this material in a cemetery owned or operated by the CCA must sign a release prior to the marker being approved and set. The CCA will be released of all responsibility if the marker is damaged under any circumstances.

6. Monuments which do not include a base, also commonly referred to as monoliths or slants without a base, are prohibited.

7. The CCA generally prohibits the use of inserts on flush markers as they may become detached. A family requesting approval for an insert must execute a release of responsibility for any damage and if approved the insert must be set into the memorial and made flush through the use of epoxy that is approved for outdoor use. The CCA retains sole discretion with regard to the installation of an insert into a flush memorial and may reject the memorial if it is determined that the workmanship does not meet CCA requirements. Only one insert may be installed in any memorial.

8. Converting a grave or lot into one which will accommodate a monument, and the size of the monument to be placed on the lot, are within the sole discretion of the CCA.

N. Flush Markers and Raised Markers:

1. Permitted sizes for Flush Grave Markers are as follows:

Baby Marker - 18" x 10" x 4" - Baby markers are permitted in baby sections only.
Single Grave Marker - 24" x 12" x 4"
Double Grave Marker - 48" x 12" x 4"
Half-Ledger - 24" x 18" x 4"
Full-Ledger - 24" x 30" x 4"

2. Permitted sizes for Raised Markers are as follows:

   Single Grave Marker- 24" x 12" x 8"
   Double Grave Marker- 48" x 12" x 8"
   Half-Ledger - 24" x 18" x 8"
   Full-Ledger - 24" x 30" x 8"
   Raised Markers must have a height of 8" with a rear to front bevel of 1.5" to 2". Raised Markers are prohibited in the baby sections.

3. Flush markers must have a flat top, with a sawed bottom. Edges around the top and sides of flush markers to be rounded or beveled not less than 1/8" or not more than 1/4".

4. A 3/4" lot number must be engraved in the lower right hand corner of every flush marker and raised marker.

5. The top of the raised marker must be polished or mat finish and flat.

6. All four sides of the raised marker must be rock pitch to the top edge.

7. When converting a flush grave or lot into a raised marker grave or lot, the CCA will assess a Memorial Option and a Perpetual Care fee.

8. Generally, no raised marker will be placed within the first two rows of the road.

9. A flush or raised marker approved by the CCA may be placed in the center of a two grave lot. After the first interment in each grave, the CCA will assess a reset fee for each removal and resetting of the marker.

10. A second memorial may be set on a grave, if in the CCA's sole discretion it is determined that the original memorial has insufficient space to memorialize additional interments. The second memorial must be a flush and may not be larger than 24 x 12 x 4. The CCA will assess a fee for the foundation and perpetual care prior to setting the second memorial.

O. Monuments: The CCA permits a variety of monuments in cemetery sections not set aside as flush sections or as monument areas. The rules and regulations regarding monument sizes are as follows:

1. A small monument to be placed on a single grave:

   a. Total combined height of the tablet and base must not exceed 36".

   b. The tablet size must not exceed the size of the base in length (across the grave) with a width of not less than 6" or greater than 8" (tablet thickness).

   c. The base size must not exceed 30" in length and 12" in width, with a minimum height of 6" and not exceeding 8".

2. A small monument to be placed on a lot consisting of two or more graves:

   a. Total combined height of the tablet and base must not exceed 36".

b. The tablet size must not exceed the size of the base in length (across the grave) with a width of not less than 6" or greater than 8" (tablet thickness).

c. The base size must not exceed 48" in length and 12" in width, with a minimum height of 6" and not exceeding 8".

3. A medium monument to be placed on a lot consisting of two or more graves:

   a. Total combined height of the tablet and base must not exceed 48".

   b. The tablet size must not exceed the size of the base in length (across the grave) with a width of not less than 6" or greater than 8" (tablet thickness).

   c. The base size must not exceed 60" in length and 14" in width if the grave space is available to accommodate that width, with a minimum height of 6" and not exceeding 8".

4. A large monument to be placed on a lot or lots consisting of two or more adjoining graves:

   a. Consists of a monument having a combined height of the tablet and base exceeding 48" to a maximum height approved by the CCA, the approval of which is within the sole discretion of the CCA. The CCA will consider the impact on adjacent graves. Unless placed in a section or a specific part of a section specifically designated for Estate Lots, the maximum height of a monument, tablet and base, shall not exceed 5'.

   b. The tablet size must not exceed the size of the base in length (across the grave) with a width of not less than 6" or greater than 8" (tablet thickness).

   c. The base size must not exceed the space allowed by the adjoining graves and a width that will accommodate the size of the monument if the grave space is available to accommodate that width; and a minimum height of 8" and not exceeding 10".

5. All sides of every monument base must be rock pitch up to the first 6" in height.

6. Any finish is permitted on a tablet.

7. **All monuments are limited to designated monument areas or where the size of the grave or lot permits, and only if sufficient space is available to accommodate the monument and base. Monuments may only be placed in locations which will not interfere with the CCA's maintenance of the cemetery. The approval of all monument locations is within the sole discretion of the CCA.**

8. In existing sections, monuments may be placed on graves or lots once approval is granted by the CCA. Approvals are granted on a case by case basis and only upon determining that sufficient space is available for a monument, and that the placement will not interfere with the CCA's maintenance of the cemetery. All location determinations are within the sole discretion of the CCA.

9. When converting a flush grave or lot into a monument grave or lot, the CCA will assess a Memorial Option, a perpetual care fee and will charge for any additional land needed for the setting of the monument. The fee for the land is based upon the square footage needed for the monument multiplied by the price for an estate lot and the perpetual care fee.

10. A small monument generally used for a single grave, may be placed in the center of a two grave lot at the top.

11. The CCA will permit the addition of statuary to any monument with the exception of monuments placed near a feature. The addition of statuary to a monument is within the sole discretion of the CCA.

12. In existing sections, approval of a large monument takes into consideration the size of the foundation and the space available to the rear of the lot to accommodate that foundation and the other requirements set forth in these rules and regulations.

13. Any monument 48" and higher must be pinned using a 1/2" diameter pin not less than 4" into the base and 4" into the tablet, with one pin for every two feet of length. The pin must be manufactured of bronze, brass or 300 series stainless steel. The requirement to pin the tablet to the base also applies if the design of the monument is such that standard adhesive materials may not be sufficient to affix the tablet to the base. The monument dealer must certify that the large monument being placed in a CCA cemetery is set in accordance with all applicable industry standards and the minimum standards established by the CCA. The CCA reserves the right to request of the monument dealer a certificate of installation.

14. Monuments are generally prohibited in the first or second rows due to the potential for damage to the memorial.

P. Shrines and Statuary: An individual may request the CCA's permission to install a shrine or statue as a memorial and a cemetery feature. The CCA has sole discretion with regard to the type of shrine or statue, the location and the material to be used. This shrine or statue will become a feature of the cemetery for the benefit of all families. Such memorialization may exceed the 6' limitation as set forth above. Any inscription including the placement of the family name must be approved by the CCA. The CCA reserves the right to require a modification of any inscription and the right to require that the inscription identify the memorial as a gift or donation.

Q. Estate Monuments: An estate lot consists of six or more graves purchased for the interment of a specific group of individuals, more specifically members of the same family. Smaller lots may be used for an estate monument if they are in an area of the cemetery designated as an estate lot section. The rules and regulations regarding monuments placed on estate lots are as follows:

1. The CCA will allow the family to install a monument which exceeds the size limitations set forth above. Size limitations notwithstanding, the monument must be in compliance with these Rules and Regulations and all applicable laws and ordinances, including zoning.

2. The CCA has sole discretion with regard to the type, style, material, size and placement of the estate monument and reserves the right to deny any monument application regardless of cause.

3. An estate lot is purchased with the intention of using the rights of interment for the interments of various members of the original Owner's family. Authorization for the setting of a certain granite memorials selected by each individual family member and his/her spouse, if applicable, is implied.

4. Once established as an estate lot, the individual rights of interment cannot be resold or transferred.

5. After the estate monument has been permanently set on the estate lot, flush markers may be set as individual memorials. Raised markers may be used on estate lots located in separate estate sections. The size limitation for a flush marker on a single grave in an estate lot is 24" in length and 12" in width and for a raised marker, the size limitation is 24" in length and 12" in width and a height not to exceed 8".

6. All memorials for an estate lot must be approved by the CCA, and the CCA has sole discretion as to the placement of the memorial.

7. An estate lot is designed to accommodate monuments that exceed the standard size requirements for monuments as set forth above.

R. Inscription and Symbol Policy and Specifications: A Catholic cemetery is a sacred place that should raise the minds and hearts of all who visit to God. Among its most distinctive features are the memorials contained within the cemetery and these features have an ability to create a uniquely religious atmosphere. The inscription and symbol policy is as follows:

1. Inscription Application: Prior to inscribing any existing granite memorial, an Inscription Application must be submitted to the CCA for approval. The application must include the name of the Owner of the place of interment; the name of the company selected to perform the work and the verbiage and/or design that is to be added. The CCA will review the application for compliance with these Rules and Regulations and any other policies of the CCA. The CCA reserves the right to reject any inscription request and to remove from the place of interment any granite memorial inscribed without approval.

2. Inscription approval will be withheld if all amounts due are not paid in full.

3. CCA approval of the requested inscription must be obtained prior to manufacture to avoid any unnecessary expense in the event that the inscription is rejected and placement of the memorial is denied.

4. Any inscription made in contravention of CCA rules will result in the removal of the memorial and a penalty assessed against the monument dealer that completed the inscription. The penalty against the monument dealer may include a denial of future access to CCA property.

5. The CCA has developed the following regulations and guidelines to aid in the selection of appropriate inscriptions and symbols for a memorial. The purpose of these regulations and guidelines is to maintain the ancient tradition that Christian burial places be surrounded with prayerfulness and signs of hope.

    a. Names of Interred: The legal names of all deceased persons interred in a place of interment must be inscribed on the granite memorial placed on a place of interment. No exclusions are permitted and generally only those interred in the place of interment may be named. The CCA requires that the person's legal name is used for the purpose of clearly identifying the interred.

    b. Individual not Interred: Generally, only those persons interred in the place of interment may be named on the granite memorial. An exception is made for the name of a previously deceased individual that cannot be interred with those members of the family interred in an CCA cemetery. If the person is not interred in the location where the memorial will be placed, then "in memory of" must be added with the name. The inscription may include the date of birth and date of death.

    c. Crypt fronts and niche fronts may not be inscribed with additional names due to space limitations. All affidavits and the required cemetery approvals must be completed to the satisfaction of the CCA.

    d. The CCA's requirements regarding symbols engraved on memorials are as follows:

        i. All markers and monuments must contain at least one Christian symbol. If a family so desires, in addition to the Christian symbol, a non-Christian symbol is permitted but must not be the focal point of the overall design.

        ii. Signs or symbols of particular meaning to the family of the deceased may be included in an area not to exceed the size of the Christian symbol. Other symbols may not be included if a Christian symbol is not also included. The sign or symbol must be approved in advance by the CCA. Only one such additional sign or symbol is permitted on a 2' marker with a maximum of two such signs or symbols on all other larger memorials.

iii. As the cemetery is a sacred place, the Christian symbol on any marker or monument must be predominant. Recognized Christian symbols are always preferred and recommended. Examples of Christian symbols are those depicting God, Jesus, Resurrection, the Sacraments (especially the sacraments of initiation: Baptism, Confirmation, Eucharist), Mary, the Saints, hope, faith, love, etc.

6. Inscriptions:

   a. Sources for inscriptions are in the following order of preference: Sacred scripture; the liturgy of the Catholic church; approved and published prayers, hymns and spiritual writings; personally authored sayings which have a religious meaning or sayings having a significant meaning to the family if not deemed inappropriate by the CCA within its' sole discretion; and nicknames if deemed appropriate.

   b. In consideration of the cemetery as a sacred place, any personally authored sayings must observe a level of decorum which is appropriate for use in a Catholic cemetery. The applicant must obtain written approval of the CCA prior to the saying being inscribed.

   c. Formal titles of family relationship are preferred, e.g. Mother, Father, Sister, etc., however, personal terms of endearment or nicknames are acceptable subject to prior written approval by the CCA.

   d. The CCA has sole discretion with regard to personally authored sayings.

7. Etchings: In conjunction with the Christian symbol, the CCA permits portraits to be etched onto the marker or monument. All etchings are subject to CCA approval. Personalized portraits must not exceed 12" x 12" in total size.

8. Inscribing the Monument Front and Back: The back of a monument may be used for a special prayer, surname and other family purposes i.e. a family etching or portrait. **The back of the monument may not be used for interment information i.e. names and birth and death dates, unless the graves on both sides of the monument are owned by the same family and only to memorialize an interment**

9. Inscribing a Two Family Monument: A two family monument is a large monument used to memorialize the graves on both sides of the monument with the names of the deceased along with relevant dates. The CCA will permit the inscribing of both sides of the monument with the names and dates of the deceased under these circumstances.

10. Date of Death Inscription Prior to Interment:

    a. CCA policy requires the interment of the deceased prior to granting approval for the inscription of the date of death on a memorial.

    b. A family may request the inclusion of the death date prior to interment and the CCA may approve the application if all the following conditions are satisfied:

       i. A place of interment has been purchased for the interment of the deceased or a reservation is established in an existing place of interment.

       ii. Pre-paid services have been purchased from the CCA and paid for in full.

       iii. The contract will specify that the services are non-refundable.

    c. Including the death date on a memorial signifies that the deceased has been interred in the place of interment and is now permanently recorded on the place of interment.

d. If the deceased will not be interred in the place of interment, and the CCA receives a request for the inclusion of the deceased's name on a memorial, adding "in memory of" is required. Including "in memory of" provides notification that the remains of the deceased have not been interred in the place of interment.

e. Approval is subject to the applicant meeting all CCA requirements for adding an inscription to an existing memorial and the CCA has sole discretion regarding all approvals.

S. Memorialization for an Interment in a Grave: If an Owner purchases an option right or rights in a place of interment, then the Owner acknowledges that the existing marker or monument or one purchased to be placed on the grave must identify all those individuals interred. If the existing marker or monument cannot accommodate the names of those interred in the grave or to be interred in the grave, the Owner acknowledges that he/she will replace the existing memorial or add a flush memorial in compliance with these Rules and Regulations.

T. Rejection due to Workmanship: Approval of a sketch or inscription notwithstanding, the CCA reserves the right to reject any granite memorial at any time if it is discovered that the memorial is defective due to inferior workmanship or violates these Rules and Regulations.

U. Right to Reject and Remove: A Catholic cemetery is a sacred place, and the CCA reserves the right to reject any memorial which is not approved prior to manufacture, delivery, installation or adding an inscription of an existing memorial. If a memorial is rejected for failure to comply with the Rules and Regulations, it must be removed immediately by the Owner or the seller/manufacturer of the memorial. The CCA will not be responsible for any memorial manufactured or delivered without prior written approval. In the event that the Owner does not cause the removal of the memorial within thirty (30) days of notice of a violation of these rules and regulations, the CCA has the right to remove the memorial and assess the cost of removal to the Owner of the place of interment. The CCA will not store the removed memorial. If it is not claimed within thirty (30) days of removal, the memorial will be discarded.

V. Unauthorized Delivery: Any memorial delivered in contravention of these Rules and Regulations will not be set on a Place of Interment and the CCA will require the Owner and/or manufacturer to remove the memorial from CCA premises. Failure to remove the memorial will be deemed an abandonment and the CCA has the right to dispose of the memorial as it deems appropriate.

W. Prayer Benches: A prayer bench may be installed in any CCA cemetery. The prayer bench must be constructed of granite. A memorial application requesting the installation of the bench must be submitted to the CCA for prior approval. A prayer bench may only be installed in areas that are approved for benches, i.e. the vacant spaces between rows of graves or other areas approved by the CCA. Prayer benches become the property of the CCA as they are donated for the use of all visitors. A prayer bench may be memorialized by inscribing a family name on the bench and a personalized prayer may be added. Benches may only be installed in locations approved by the CCA.

X. Memorialization in a Natural Burial Area: A natural burial as set forth hereinabove, is set aside for the interment of human remains in a setting with significantly reduced impact on the landscape. CCA rules and regulations for placement of a memorial in a natural burial area and in particular any portion that is forested are modified as follows:

1. Any memorial will not exceed 36 inches and will be limited in style of a slant monument or boulder. No base is required if the memorial is located in a natural burial area where there is no grass to be cut.

2. Polished sides are not permitted.

3. The rules and regulation for flush or raised markers will apply to any such memorial placed in the natural burial area.

4. The foundations in the natural burial area will consist of a pre-cast concrete pad not exceeding the dimensions of the granite memorial with a depth of 4 inches.

5. Applications will be examined to ensure that every memorial will be constructed to withstand damage caused by natural features. The CCA reserves the right in its sole discretion, to reject any memorial application that it deems not to be in compliance with the requirements for a granite memorial in a natural burial area. The standard applied will be the ability to sustain damage from natural forces .i.e., a falling tree.

6. By placing a granite memorial in the natural burial area, the Owner of the place of interment or purchaser of the memorial acknowledge that the CCA is not responsible for any damage to the memorial regardless of cause.

## XI. CEMETERY MAINTENANCE AND EMPLOYEES

A. Care and Maintenance: The care and maintenance of the cemetery and that of the individual graves shall be performed only by employees of the CCA. No persons, other than employees, are permitted to perform work within the cemetery unless written permission is granted by the CCA.

**B. No Gratuities: All fees or charges for services are payable to the CCA. Patrons of the cemetery are requested not to pay any gratuity to any employee. Any acceptance of such a payment by an employee will render the employee liable to immediate dismissal.**

## XII. CREMATION GUIDELINES OF THE ROMAN CATHOLIC CHURCH AND THE DIOCESE OF CLEVELAND

The Church recommends that the pious custom of burying the bodies of the dead be observed. The Church does not, however, forbid cremation unless it has been chosen for reasons which are contrary to Christian teaching (Canon 1176, #3).

The cremated remains of the deceased must be treated with piety and respect. Respectful final disposition includes burial in a grave or placement in a niche or crypt.

Reverent disposition of the cremated remains of the deceased does not include scattering, separating the remains or keeping them at home.

If additional information is required, please contact the CCA's main office for brochures on the issue of cremation.

## XIII. MODIFICATIONS AND AMENDMENTS

A. Exceptions and Modifications: Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The CCA, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications to any of these Rules and Regulations when, in its judgment, the same appears advisable; and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule.

B. Amendments: The CCA may, and it hereby expressly reserves the right, at any time, or from time to time, adopt new Rules and Regulations or amend, alter or repeal any rule, regulation or article, section, paragraph or sentence in these Rules and Regulations.

## XIV. ESTATE LOTS AND FAMILY MAUSOLEUMS

A. An estate lot is designated for use by the family of the original owner or other persons as designated. The places of interment designated as a part of the estate lot can not be divided, split or transferred.

In the event that a purchaser is interested in establishing an estate lot in an area not designated for estate purposes or if a family wishes to add additional graves to an existing estate lot, the family may submit a written request to the CCA.

See the CCA's Memorialization policy on placement of granite memorials.

B. Family Estate mausoleums must be installed in accordance with the terms and conditions of the Family Estate Mausoleum Agreement as prepared by the CCA and the use of the same shall be in compliance with that Agreement and these Rules and Regulations. A copy of the Agreement may be obtained by submitting a written request to the Main Office of the CCA.