

## Rules and Regulations

for the government of



### STATEMENT OF PURPOSE

These rules are adopted in order that Cherry Grove Memorial Park be a place of lasting beauty that might reflect and deserve dignity and respect of our employees and of this community. These rules are in accordance with the revised Code of Washington Title 68 and stand amended should Title 68 be revised in such a manner as to conflict. Cherry Grove Memorial Park is an Endowed Care Property as defined by R.C.W. 68.40.010 and is located at 22272 Foss Rd NE, Poulsbo, WA 98370. Some of the following rules may appear arbitrary. They are, however, no more so than those adopted and strictly enforced by the best cemeteries throughout the country. For the proper management of a cemetery they are a necessity as well as being for the protection of every property owner and interment in the cemetery. Visitors are reminded that these grounds are sacredly devoted to the interment and repose of the dead, and that a strict observance of the decorum due to such a place will be required of all.

#### {1} PURCHASE OF PROPERTY

- 1.1 Persons purchasing property in Cherry Grove Memorial Park will have the property they purchase secured to them and their heirs for an interment place forever, and for the interment of such other persons as they may choose to admit provided that such admission is free of charge and without compensation to the property owner, subject to approval of the cemetery corporation, but may sell and convey their unoccupied property rite to others, when approved by the cemetery corporation, which shall not be valid until approved and entered on the cemetery records.
- 1.2 Pursuant to R.C.W. 68.20.060 through 68.20.067, Cherry Grove Memorial Park has the authority to control and the ability to regulate cemetery property.
- 1.3 Prospective buyers of property must deal direct with the management of the cemetery. This is necessary to avoid any misunderstandings.
- 1.4 Interment rights shall be as follows:
- 1.41 Only one full-size or junior-size (5 feet) casket may be interred in a standard cemetery plot, unless that lot is designated as being "double-depth".
- 1.42 Three [3] inurnments will be allowed in a standard cemetery lot unless the lot contains or will contain one full-size or junior-size casket; in such cases, two [2] inurnments are allowed after one interment or inurnment.
- 1.43 An extended lot use fee will be charged for the right to use the property a 2<sup>nd</sup> or 3<sup>rd</sup> time. For inurnments, this fee applies regardless of whether the urn is placed in the ground or in a casket.
- 1.44 Infants to 1 year of age may be interred in a standard cemetery lot allowing for the additional interment of one full-size or junior-size casket.
- 1.45 Infant/Child lots shall be for the single interment of any infant with casket size to 4.5 feet.
- 1.46 Urn garden interment shall be one person per lot unless designated as a companion lot.

#### {2} INTERMENTS-INURNMENTS-ENTOMBMENTS

- 2.1 Cherry Grove shall be given 2 business days notice prior to any service to be conducted at Cherry Grove Memorial Park.
- 2.2 No interment or inurnment shall be allowed without prior written authority of the property owner or his/her representative.
- 2.3 All interments shall be made by the employees of Cherry Grove Memorial Park. All cemetery work at Cherry Grove shall be by the employees of Cherry Grove. Cherry Grove Memorial Park shall furnish all paraphernalia required in connection with interments or cemetery matters.
- 2.4 The casket for every earth interment shall be placed in an acceptable outer burial container, the actual installation of which shall be made by employees of Cherry Grove Memorial Park.

- 2.5 Cremated remains which are to be placed in the ground shall be enclosed by an acceptable burial container, the installation which shall be made by employees at Cherry Grove Memorial Park.
- 2.6 Services may be scheduled Monday through Saturday only. Services may not be scheduled on generally recognized holidays or Sundays. Overtime charges will be accessed for Saturday services.
- 2.7 Services will not be scheduled prior to 9:00 AM nor later than 3:30PM
- 2.8 Interment, inurnment, or entombment at Cherry Grove Memorial Park shall only be of the human dead.
- 2.9 Cherry Grove Memorial reserves and shall have the right to correct, without notice, any error that may be made by Cherry Grove in making interments or inurnments.

### {3} CREMATION

- 3.1 Cherry Grove Memorial Park will perform cremation services for only the remains of human beings, provided that those remains are delivered to Cherry Grove during normal office hours by a mortuary representative accompanied by: [1] a burial transit permit issued by a county health department, [2] a completed Forest Lawn Authority to Cremate signed by the person with the right to give such authority as defined by R.C.W. 68.50.160, 68.50.170, 68.50.180, and [3] a receipt signed by the delivering mortuary representative.
- 3.2 All human remains delivered to Cherry Grove for cremation purposes shall be enclosed in a rigid wooden container suitable for transportation, storage, and handling prior to cremation. Metal caskets will not be used. It shall be the responsibility of the delivering mortuary representative to provide for the removal of jewelry or other items of value.
- 3.3 Cherry Grove Memorial Park reserves the right to decline cremation services or acceptance for cremation services of human remains larger than cremation equipment guidelines, in unacceptable or leaking containers, or with inadequate or incomplete documentation.
- 3.4 Unclaimed cremated remains may be disposed in a manner according to law, at the discretion of Cherry Grove Memorial Park as it chooses, with no responsibility for the recovery of such disposed-of cremated remains.

### {4} MEMORIALIZATION

- 4.1 Up to three [3] standard memorials will be permitted per standard size lot; however, double memorialization for one individual on a single space shall not be permitted.
- 4.2 Memorials will only be of the lawn type, and shall not be raised above the surface of the ground, with all inscriptions being on top. Exceptions to this will pertain to predetermined and pre-approved areas for benches, upright monuments, private family estates and any other accepted forms of memorialization approved by Cherry Grove Memorial Park.
- 4.21 Memorial markers will only be of the granite or bronze type.
- 4.22 Endowment care paid on markers is for replacement or repair and not for general cleaning or upkeep as this is the responsibility of the lot owner. If markers are purchased from an outside company, endowment care is not charged, so replacement or repair would be the responsibility of the purchaser.
- 4.23 Rights over markers placed in Cherry Grove Memorial Park shall be governed by R.C.W. Chapter 68.32
- 4.3 Memorialization for a single interment plot shall be 24x12 bronze with a 32x20x4 granite collar, or 32x20x4 granite.
- 4.31 Memorialization for two adjoining plots [companion] shall be 36x12 bronze with a 44x20x4 granite collar, or 44x20x4 granite.
- 4.32 Memorialization for a single urn garden plot shall be 24x12 granite with no collar.
- 4.4 Vases that are part of the memorial tablet must be low profile and the submergible type. No more than three [3] of these are allowed per standard grave.
- 4.5 Cherry Grove Memorial Park shall supervise the installation of each memorial and shall inspect the memorial prior to installation.
- 4.6 The scheduling of the supervision of memorial installation shall take into account weather and ground conditions, Cherry Grove burial services, and the availability of personnel.
- 4.7 Cherry Grove Memorial Park requires that third-party installers (those other than employees of Cherry Grove) supply evidence that the third-party installer and its employees carry adequate workmen's compensation insurance and that the third-party installer carries adequate public liability insurance in which Cherry Grove is a named insured.
- 4.8 Cherry Grove requires that third-party installers post a bond to insure compliance with Cherry Grove rules and regulations.
- 4.9 Cherry Grove will make a charge for labor and resource costs in connection with third-party installation of memorials.
- 4.91 Cherry Grove requires that a third-party installer expeditiously correct any deviations from all memorial specifications. If after notice that a deviation is not correct, Cherry Grove may make such correction at third party installer's expense.

- 4.92 It is necessary to secure the permission of Cherry Grove Memorial Park for any memorial to be placed on any cemetery property.
- 4.93 Cherry Grove Memorial Park reserves the right to reject the installation of any memorial for failure to comply with the above or for not meeting with the general aesthetic values of the appearance in the memorialization at Cherry Grove Memorial Park.
- 4.94 Should any cemetery and/or funeral home charges be financed, no marker purchase will be allowed until the financial contract has been paid.
- 4.95 Should any cemetery and/or funeral home charges be financed and a marker is ordered via a third party, said marker will not be allowed to be placed until all charges have been paid.

#### **{5} DECORATION OF LOTS**

- 5.1 Cherry Grove Memorial Park shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind from Forest Lawn as soon as, in the judgment of the management, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained.
- 5.2 Cherry Grove shall not be liable for floral pieces, baskets, or frames in which, or to which, such floral pieces are attached. Cherry Grove shall not be liable for lost, misplaced, or broken flower vases. Cherry Grove shall not be responsible for plants, herbage, or plantings of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control.
- 5.3 Artificial flowers on graves will be permitted only between November 1<sup>st</sup> and March 1<sup>st</sup>. Cherry Grove Memorial Park cannot accept any responsibility for the care or recovery of any flowers artificial or natural.
- 5.4 The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, and similar articles other than floral arrangements shall not be permitted, and if so placed, will be removed by Cherry Grove.
- 5.5 No hedges, fences, or enclosures of any kind will be permitted on or around any property.
- 5.6 The cemetery staff will set all trees and shrubs, and no tree and shrub growing within any lot shall be cut down or destroyed except on order of management. No tree, shrub, or any other living plant may be planted without the approval of the cemetery management.
- 5.7 Cherry Grove Memorial Park reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained.

#### **{6} SAFETY AND SECURITY**

- 6.1 Access to Cherry Grove Memorial Park shall be from 8:00 AM to dusk only, all days of the week. Office hours are from 9:00 AM to 5:00 PM Monday through Friday, other than generally recognized holidays.
- 6.2 The speed limit shall be no more than fifteen [15] miles per hour.
- 6.3 Pets shall be accompanied by their owners and shall be kept on a leash or otherwise under control of owner at all times when visiting Cherry Grove. Horses are not allowed in Cherry Grove Memorial Park.
- 6.4 Motorbikes may be used for visiting purposes only. Those using bicycles shall obey the "rules of the road" and yield to all foot traffic. The use of skateboards, roller blades, roller skates, sleds, or other coasting type items is not allowed at any time in Cherry Grove Memorial Park.
- 6.5 No one shall operate any vehicle or other form of transportation on any place except Cherry Grove roadways.
- 6.6 Cherry Grove's shop area, crematorium, well house, ponds, and other "private" areas are closed to public access, and may only be entered with express permission of, and while accompanied by, Cherry Grove management.
- 6.7 No carrying of or discharge of weapons or firearms is allowed within the grounds of Cherry Grove, except during the course of rendering military honors for the deceased, or by duly constituted law enforcement authorities.
- 6.8 All funeral processions within the bounds of Cherry Grove shall have the right of way, and will be subject to the direction of the cemetery management.
- 6.9 Cherry Grove staff are invested with full police powers to arrest and expel from the grounds of Cherry Grove Memorial Park any person disturbing the sanctity by noise, boisterous or improper conduct, or who shall violate any of the foregoing rules of the Corporation. Cherry Grove Memorial Park reserves the right to refuse entrance to anyone who is not a property owner or relative of a person interred at Cherry Grove. All improper persons and those known to have wantonly violated any of the rules and regulations of Cherry Grove Memorial Park will not be permitted to enter the grounds thereafter.
- 6.91 Cherry Grove Memorial Park is not responsible for lost or stolen items placed on any burial space, inurnment space or niche whether glass front or granite front.

#### **{7} MISCELLANEOUS CONDITIONS AND TERMS**

- 7.1 All mineral rights, and water rights, are reserved by and remain the property of Cherry Grove Memorial Park.

- 7.2 Until all charges due the cemetery are paid, including cost of property together with interment charges, interment shall not be permitted, and if they should be allowed before the property is fully paid for, Cherry Grove retains the right of ownership of said property, and in the case the party purchasing the same shall fail to pay the full amount due thereon, Cherry Grove reserves the right to remove the body so interred to some other suitable place on the grounds, or to a smaller lot as management may deem advisable, and thereupon all claims for the unpaid portion shall be extinguished, and said property or portion thereof, so vacated, shall be subject to no further claim by such purchaser.
- 7.21 When property or cemetery products and services are purchased on a pre-need basis and the purchaser chooses to cancel their contract, Cherry Grove Memorial Park will refund to the purchaser or Legal Next of Kin all they paid except for the endowment care expenses, unless the contract is stated "irrevocable", in which case Cherry Grove Memorial Park is obligated by law to honor the pre-need contract. Changes or cancellations may not be made once a contract has been designated irrevocable.
- 7.3 The quit claim deed, warranty deed, or certificate of ownership, and these rules and regulations, and any amendments thereto, shall be the sole agreement between Cherry Grove and property owners. No verbal statement of any sales agent shall in any way bind Cherry Grove Memorial Park.
- 7.4 Disinterment shall be made in accordance with R.C.W. 68.08.200, "Permission to Remove Remains".

Special cases may, and occasionally do, occur in which the literal enforcement of a rule or regulation may be temporarily suspended or only partially enforced without detriment to the interests of the cemetery or the property owners. Such action shall in no way be construed as effecting the general application of such rule or regulation.

Cherry Grove Memorial Park expressly reserves the right, at any time or times, to adopt new rules or regulations, or to amend, repeal, or alter any rule, regulation, article, section, paragraph or sentence of these rules and regulations, with or without notice to owners.