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Rules and Regulations
of the
Calvary Cemetery Association
of Rock Island
of the
Diocese of Peoria
State of Illinois

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PREAMBLE

Ever since the Sacred Body of our Crucified Saviour was reverently laid in the tomb, there to await the hour of its glorious Resurrection, the Church has been most solicitous to surround the burial of those who hope to rise with Christ with an atmosphere of deep Christian faith and profound reverence. In the Mass and burial prayers, the Church gives voice to her belief in the Christian doctrines of the Resurrection of the Body, the Communion of Saints, and Life Everlasting; but as a further seal and symbol of that faith she sets apart and solemnly blesses the place in which the bodies of her faithful departed await the day of Resurrection.

In the very earliest days, Mother Church found it necessary to make rules and regulations which would protect these sacred places and the relics laid therein. She could not and would not allow anything within the holy precincts which would desecrate them, lessen their beauty, or bring dishonor on the dead.

To insure the sacred character of the cemeteries operated by the Calvary Cemetery Association of Rock Island of the Diocese of Peoria in accord with the mind and traditional practice of the Church and to establish and maintain good order, the following rules and regulations are in effect.

Rules and Regulations
of
the Calvary Cemetery Association
of Rock Island
of the Diocese of Peoria

For the mutual protection and benefit of lot holders in the cemeteries of the Calvary Cemetery Association, the Board of Directors of said Calvary Cemetery Association of Rock Island under the Presidency of the Most Reverend Bishop of the Diocese of Peoria hereby adopts the following rules and regulations. All lot holders and persons within the Cemeteries, and all lots, shall be subject to said rules and regulations and such amendments or alterations thereof or additions thereto as shall be adopted by the Board of Directors of the Calvary Cemetery Association, or by the Bishop of the Catholic Diocese of Peoria, from time to time; and the reference to these rules and regulations in the document conveying the right of interment shall have the same force and effect as if set forth in full therein.

Article I

Definitions

1-A The term “Management” shall mean the person or persons duly appointed by the Ordinary of the Diocese of Peoria for the purpose of conducting and administering the cemeteries owned and operated by the Calvary Cemetery Association of Rock Island of the Diocese of Peoria.

1-B The term “Care” shall mean that general care of the cemeteries as herein defined.

1-C The term “Cemetery” as used herein shall mean all the property for earth burials, and any Mausoleum for crypt entombment’s or niche inurnment’s.

1-D The term “Columbarium” shall mean an arrangement of niches that are constructed of permanent materials such as bronze, marble, brick, stone or concrete.

1-E “Crypt” shall mean a space in a mausoleum of sufficient size to be used to entomb human remains.

1-F “Entombment” shall herein mean burial above ground in a mausoleum crypt.

1-G “Grave” shall mean a space of ground in a cemetery used, or intended to be used, for the burial of human remains.

1-H By the term “Interment” is meant either earth burial or entombment.

1-I The term “Inurnment” shall mean the burial of cremated remains in the ground, or above ground in a mausoleum crypt, or a niche.

1-J The term “Lot” shall include and apply to one or more than one adjoining grave, or one or more than one adjoining crypt.

1-K The term “Lot holder” shall include person or persons who have purchased interment or entombment rights, or who hold same by right of inheritance or transfer.

1-L The term “Memorial” shall include monument, tombstone, headstone, gravemarker, or tablet, or inscription on crypt front or fronts, for one or more deceased persons.

1-M The term “Niche” shall mean a recessed compartment or cubicle of sufficient size, for placement of one or more containers of cremated remains.

Article II

Purpose of Cemeteries

2-A The Cemeteries are intended for the interment of Catholics who are entitled to Christian burial according to the rules and discipline of the Roman Catholic Church. Any question of the burial of a non-Catholic or any person not entitled to Christian burial according to the rules and discipline of the Roman Catholic Church, shall be decided exclusively by the Management appointed by the Bishop, and such decision shall be final and binding on the parties.

Article III

Admission to Cemeteries

3-A The Management reserves the right to refuse admission to any Cemetery and to refuse the use of any Cemetery equipment or facilities at any time to any person or persons, as the rules, judgment, and tradition may dictate.

Article IV

Arrangements for Interments

4-A The Management shall have the right to request those wishing to make a selection of a lot, or arrange for an interment, to call at the Cemetery Office in ample time to complete arrangements before closing time of such Cemetery Office. If a Funeral Director or other agent is representing the lot holder, the arrangements made by the agent with Management are binding on said lot holder.

4-B No organizations, except those approved by the Ordinary of the Diocese and patriotic organizations, will be permitted to conduct services in any cemetery.

4-C The Management shall not be liable for any order given by telephone, of any error occurring from the want of proper instructions as to the size of the casket, or as to the particular grave or crypt locations where interment is to be made. The Management reserves the right to make an equitable charge whenever additional labor costs result from such errors.

4-D The Management shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with, or where said rules and regulations shall forbid such interment; and further, said Management reserves the right, under such circumstances, to place the body in a receiving vault until full rights have been determined. Any protest may be required to be in writing and filed in the Cemetery Office.

Article V

Interment Procedures

5-A All funerals on entering a cemetery shall be under the exclusive charge and sole direction of the Management.

5-B A Board of Health Permit for each funeral from the city, borough, or township authority having jurisdiction of the matter must be presented to the Management before interment is completed.

5-C The Management shall not be liable for the Board of Health Permit, or responsible for the accuracy of the data contained in said permit or for the identity of the person to be interred.

5-D The casket may not be opened at any time within a cemetery without the express permission (and in the presence) of the Management. The Management reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the legal representative of the deceased or without a Court Order or an Order from the duly-constituted civil authority having jurisdiction. In the event necessity requires, the Management may take appropriate steps to correct any obnoxious or improper condition.

5-E The interment of cremated remains will be permitted only in accordance with the provisions of Canon Law and Diocesan Statutes.

5-F No disinterment or removal shall be allowed except with the permission of the Management and with written authorization of lot holder and nearest of kin and with proper legal procedure. In certain cases, at the discretion of the Management, permission from the Chancery of the Diocese of Peoria may be required.

5-G The Management shall exercise due care in making a disinterment and removal, but it shall assume no liability for the damage to any casket, burial case or memorial incurred in making the disinterment and removal.

5-H The Management shall have the right to designate the hour and manner in which interments, disinterments, and removals will or will not be permitted. All interments, disinterments, and removals shall be subject to the payment of such charges as may be fixed by the Management.

5-I Besides being subject to the rules and regulations, all interments and removals shall be subject to the orders and laws of the properly constituted authorities of the city, county, and state, including the Regulations of the Department of Health.

5-J Only persons employed by the Calvary Cemetery Association of Rock Island, and only equipment owned by said Association, shall be used in making interments, or removals, unless the Management makes other arrangements.

5-K Cemetery personnel will not be held responsible for damage or injuries resulting from defects in burial vaults, concrete cases and lids thereof when they set or seal said vaults, cases or lids or maintain the same.

Article VI

Correction of Errors

6-A The Management reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer, or conveyance of any rights or lot, either by canceling such conveyance and substituting and conveying in lieu thereof other interment rights or lot of equal value and similar location as far as possible, as may be selected by the Management, or in the sole discretion of the Management, by refunding money paid on account of said purchase. In the event any such error shall involve the interment of the remains of any person in any lot, the Management reserves, and shall have, the right to remove and reinter the remains in such other lot of equal value and similar location as may be substituted and conveyed in lieu thereof.

Article VII

Instruction to Lot Holders and Lot Holders' Rights

7-A Persons arranging for interments should visit the Cemetery where the Management will aid them in effecting the necessary arrangements.

7-B The Management reserves the right to specify the terms or purchase of all interment rights in lots and the manner in which said right shall be held or exercised.

7-C Should the lot holder fail to carry out the terms of the purchase agreement, the management may declare said agreement canceled and all rights of the purchaser in and to the lot forfeited. In the event of such default the Management reserves, and shall have, the right immediately or at any time thereafter, without notice, at its discretion, to remove to single graves, to be chosen by the Management, each of the remains then interred in said lot. The management further, shall have the right to remove any memorial that may have be placed on said lot.

7-D No coping, curbing, fencing, hedging, borders, or enclosures of any kind shall be allowed around the lot or around any grave. The Management reserves the right to remove same without notice, if so erected, planted, or placed.

7-E All grave interments shall be made with concrete outside liner or burial vault constructed in accordance with specifications determined by the Management. Variations of the afore mentioned must be deemed appropriate and approved by the Management of the Calvary Cemetery Association.

7-F Digging around perimeter of memorial is prohibited and Management is not responsible for damage to memorials when there is evidence of such digging.

7-G The Management reserves the right to permit or authorize the interment of more than one human remains in one grave or crypt. The Management may exercise this right with reference to single crypts or single graves or any section of graves.

7-H Interment of non-Catholics will be permitted in the cemeteries under the conditions required by the regulations of the Diocese of Peoria.

7-I In the event of death of a lot holder any and all privileges of the lot holder shall pass to the lot holder's family in the following manner:

A. The spouse of the owner of any lot containing more than one interment space has a vested right of interment of his/her remains in the lot, which right may terminate upon remarriage.

B. If the lot holder shall have filed written instructions at the Cemetery Office as to which member or members of his/her family shall succeed to the rights of said lot, said instructions will be recognized by the Management, and will be followed if in the judgment of said Management such instructions are definite, reasonable, and practical, subject, however, to a vested right of interment of the surviving spouse.

C. If no valid or sufficient written instructions shall have been filed, or if valid and sufficient instructions are in conflict with a later will, and the lot holder has left instructions in said will, duly admitted to probate in a court having jurisdiction thereof, (subject, however, to a vested right of interment of a surviving spouse), such instructions shall control, provided they are not in conflict with the Cemetery Rules and Regulations and provided the Cemetery is furnished with proof of the same.

D. In the absence of valid and sufficient instructions filed by the lot holder or a duly probated will, the rights of interment shall devolve upon those entitled to succeed thereto under the intestate laws of the State of Illinois.

E. In a conveyance to two or more persons as joint tenants, each tenant has a vested right of interment in the lot conveyed. Upon the death of a joint tenant, the title to the lot held in joint tenancy immediately vests in the surviving joint tenant or tenants, subject to the vested right of interment of the remains of the deceased joint tenant and the surviving spouse of the deceased joint tenant

F. An affidavit by a person having knowledge of the facts setting forth the fact of the death of the owner and the name of the person or persons entitled to the use of the lot is complete authorization to the management to permit the use of the unoccupied portion of the lot by the person entitled to the use of it.

7-J Physical access to the cemetery records is limited to the office staff.

Article VIII

Service Charges and Payments

8-A The Management shall have a right to fix a charge and time of payment for each interment, disinterment, removal, lot transferred or released, and for the performance of any other service rendered by the Management; and all work in connection with such service shall be subject to the determination and supervision of said Management.

8-B An indebtedness due for work performed on a lot must be paid before an interment in the lot may be made, or before any memorial may be erected.

Article IX

Right to Replat

9-A The following rights and privileges are hereby expressly reserved to the Management to be exercised at any time or from time to time for the erection of buildings, or for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for disposal or interment of, human dead bodies, or other cemetery purpose:

A. To re-survey, enlarge, diminish, replat, alter in shape or size or otherwise to change all or any part or portion of any cemetery.

B. To lay out, establish, close, eliminate, or otherwise modify or change, the location of roads, walks, or drives, provided ingress and egress to and from any lot is preserved or is allocated to the lot holder.

9-B The following rights and privileges are hereby expressly reserved to the Management to be exercised at any time or from time to time:

A. Easements and rights of way over and through all of the premises of any cemetery for the purpose of installing, maintaining and operating pipe lines, conduits of drains for sprinklers, drainage, electric, or communication lines, or for any other cemetery purpose.

Article X

No Easements Granted

10-A No easement or right of interment is granted to any lot holder in any road, drive, alleyways, or walk within any cemetery, but such road, drive, alleyways, or walk may be used as a means of access to the cemetery and its buildings as long as the Management devotes such road, drive, alleyways, or walk to that purpose.

Article XI

Use of Cemetery(ies)

11-A **Visitors** - Visitors within any cemetery shall use only the avenues, roads and walks, unless it be necessary to walk on the grass to gain access to one's lot. The management expressly disclaims liability for any injuries sustained by anyone violating this rule.

11-B **Strangers** - Strangers are not permitted to sit or lounge on any of the grounds, graves, or monuments in any cemetery, or in any of the buildings.

11-C **Trespassers** - Only the lot holder and his/her relatives or friends shall be permitted on a lot in any cemetery. Any other person thereon shall be considered a trespasser, and the Management shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonable safe condition.

11-D **Children** - Children under sixteen years of age are not permitted within any cemetery, unless accompanied by proper persons to take care of them.

11-E **Animals** - Animals are not allowed within any cemetery or its buildings.

11-F **Lawns** - Lawns shall not be disturbed for any purpose except under the supervision of the Management.

11-G **Ornaments and Flower Vases** - The right is reserved to regulate the method of decorations of lots so that uniform beauty may be maintained. The use of boxes, shells, toys, metal designs, ornaments, vases, glass, plastic, concrete, vigil lights, or crockery jars and containers, wood or metal cases, potted plants, etc., shall not be permitted on any lot and such articles shall be removed by the Management. All flower vases must be installed with the approval of the Management.

11-H **Motor Vehicles** - Automobiles, funeral cars, and trucks must be kept under control at all times, and must observe posted speed limits. At no time shall such vehicles drive through the gates or within any cemetery at a speed in excess of 5 miles per hour.

Automobiles may not park or come to a full stop before an open grave unless such automobiles are in attendance at the funeral.

11-I **Bicycles and Motorcycles** - The Management reserves the right to refuse admission to any cemetery of bicycles or motorcycles.

Article XII

Conduct in the Cemetery(ies)

12-A **Idling, loafing, loitering, playing, or any boisterous demonstrations** within any cemetery is prohibited.

12-B **Rubbish** - Throwing of rubbish on roads, driveways, paths, walks, or any part of the grounds of any cemetery, or in its buildings, is prohibited.

12-C **Picnicking** - Picnicking or partaking of any refreshments by visitors within any cemetery is prohibited.

12-D **Flowers and Shrubs** - No one shall pluck any flower, or break any branches, or remove, injure, or cut any tree, plant, or shrub without specific permission of the Management.

12-E **Peddling or Soliciting** - No one will be permitted to peddle flowers, plants, or any other article or items, or to solicit the sale of any commodity whatsoever within any cemetery.

12-F **Signs and Advertising** - No signs, notices, or advertising of any kind shall be allowed within any cemetery except those placed by the Management.

12-G **Improper Assemblages** - The Management reserves the right to forbid and prevent assemblages which it deems improper.

Article XIII

Grading and Improvements

13-A The Management reserves the exclusive right to do all grading, landscape work, improvements of any kind, and all care of lots; likewise to plant, trim, cut, or remove all trees, shrubs, and herbage within any of the cemeteries.

13-B All improvements or alterations of lots in any cemetery shall be under the direction of, and subject to the approval of, the Management; and, should they be made without its written consent, said Management reserves the right to remove, alter, or change such improvements or alterations at the expense of the lot holder.

13-C The Management reserves the right to use legally approved chemical applications to beautify the cemetery properties.

Article XIV

Cemetery Hours

14-A The Management shall have the right to fix the opening and closing hours of each cemetery, cemetery office, and all buildings.

Article XV

Outside Workers

15-A The Management reserves, and shall have, the right to give authorization to any workmen, other than employees of the cemetery, before they may do work in any cemetery. Lot holders may have certain work done in accordance with these Rules and Regulations at their own expense upon application to the Management; prices to be agreed upon and paid before said work is done.

Article XVI

Employees

16-A Employees of the Calvary Cemetery Association of Rock Island are not permitted to do any work for lot holders except upon the order of the Management, but are required to be civil and courteous to all visitors.

16-B The Management shall have the right to maintain guards if in its discretion it deems it necessary, but is under no legal obligation to do so.

Article XVII

Loss or Damage

17-A The Management disclaims all responsibility for loss or damage beyond its reasonable control, and especially from damage by an act of God, the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond control of the Management, whether the damage be direct or collateral. In the event it becomes necessary to reconstruct or repair any section of lot, including graves or crypts, or any portion of portions thereof in any cemetery, which has been damaged by such causes, the Management shall give 10-day written notice of the necessity for such repair to the lot holder of record. The notice shall be given by depositing the same in the United States mail, with postage thereon duly prepaid, addressed to the lot holder of record, at his or her address stated on the books of the Management.

In the event the lot holder fails to repair the damage within a reasonable time, the Management may direct that the repairs be made and charge the expense against the lot and to the lot holder of records.

Article XVIII

Lot Holder's Change in Address

18-A It shall be the duty of the lot holder to notify the Management of any change in his post office address. Notice sent to a lot holder at the last address in the Management's records shall be considered sufficient and proper legal notification.

Article XIX

Care

19-A The cemeteries operated by the Calvary Cemetery Association of Rock Island, a non-profit corporation, are “Income Care” cemeteries. All monies are used for cemetery purposes; a portion is set aside for investment, and the proceeds thereof are used to provide general care. “Income Care” is to be understood as that care and maintenance necessitated by natural growth and ordinary wear, and includes cutting of lawns, and the cleaning and maintenance of roadways, walks, and buildings, provided there are sufficient funds for these purposes.

19-B The term “Income Care” shall in no case mean the maintenance, repair or replacement of any memorial placed or erected upon any lot; nor the planting, cutting, watering or care of any privately planted tree or shrub; nor the planting of flowers or ornamental plants; nor the doing of any special or unusual work in the cemetery; nor does it mean the reconstruction of any granite, bronze, or concrete work on any section of the lot, or any portion or portions thereof in any cemetery, injured or damaged by any cause, direct or indirect, beyond the Management’s reasonable control.

19-C “Special Care” shall include only those specific services set forth in Special Care agreements with the lot holders, provided said services are not inconsistent with the purpose for which the cemeteries have been established and are being maintained.

ARTICLE XX

MEMORIALS AND RULES FOR MEMORIAL WORK

20-A CEMETERY - NOT RESPONSIBLE

The Management takes reasonable precaution to protect lot owners, and the property rights of lot owners within the cemetery, from loss or damage; but the cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, and acts of God, a common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or orders of any military or civil authority, whether the damage be direct or collateral (other than herein provided).

20-B CRAFTSMANSHIP - BRONZE

Memorials shall be free from scale, sand holes, pits, pinholes and other imperfections which mark the appearance of or impair the usefulness and stability of the finished memorial tablet.

All ornaments, letters and background shall be clean and sharp and all edges true and accurate to the standard dimensions defined herein. Ornaments and letters must be handchased, tooled and burnished appropriately for a memorial tablet.

20-C DESIGN AND FINISH

1. Memorial dealers shall be required to furnish the management for approval a blue print or sketch of the proposed memorial, specifying size, location in lot, inscription, quality of stone and the name of the producer furnishing said stone.
2. Management shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind or quality of stone is (in the opinion of the management) unsuited to the lot on which it is to be placed.
3. The management reserves the right to stop all work of any nature, whenever, in its opinion, property preparations therefore have not been made; or when tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when the monument dealer has been guilty of misrepresentation; or when any reasonable request on the part of the management has been disregarded; or when work is not being executed according

to specifications; or when any person employed on the work violates any rule of the cemetery.

4. The completed work is subject to the approval of the management, and, if unsatisfactory, it may be removed.
5. The name or inscription on each marker must correspond with the name and record in the office of the cemetery, and no changes shall be made thereon except upon request of the proper parties and by permission of the cemetery.
6. Duplication of the design of any memorial shall not be permitted in a location sufficiently near to the original that the duplication is readily noticeable.
7. No memorial showing drill or tool marks, or staining from removal of rubber mat used for sand engraving, shall be considered as first grade workmanship.
8. Dealer's names shall not appear on any marker.

20-D ERRORS IN PLACING OF MEMORIALS

The management reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.

20-E MATERIALS

All memorials shall be constructed of natural stone from quarries approved by the management.

No marble or artificial stone of any description shall be permitted.

The use of bronze is approved for doors and window grilles of mausoleums and other mausoleum fixtures, and statuary, vases, also for tablets when attached to monuments or markers or natural stone or to a concrete base of the same size of the bronze tablet provided the bronze has been cast from an alloy containing not less than eighty-seven percent (87%) copper, not less than five percent (5%) tin, not more than two and one-half percent (2 ½%) lead, not more than five percent (5%) zinc, all other elements in total not to exceed one percent (1%), and purchased from an approved dealer. Suppliers shall be required to certify as to the analysis of the bronze and sealant to maintain the manufacturer's bronze color, without patina deterioration, and shall warrant the same for a period of five (5) years. The standard of quality for bronze memorials shall be Bulletin QQ-C-390B of the National Bureau of Standards Bulletins on "Copper Alloy Castings."

20-F MEMORIALS

1. No lot owner shall erect or place, or cause to be erected or placed, on any lot in the cemetery, any memorial until it is first approved by the management, and all charges related to the lot have been paid.
2. Only one (1) marker will be allowed on each lot.
3. The bottom beds of all bases and markers must be cut level and true.
4. While the cemetery will exercise all possible care to protect raised lettering, carving or ornaments on any memorial, or other structure, or any lot, it disclaims responsibility for any damage or injury thereto.
5. No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot; and no walks of brick, chert, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel or wood shall be allowed on any lot. The management reserves the right to remove the same if so erected, planted and placed.
6. No enclosures of any kind shall be allowed around any lot unless authorized by management.

20-G MEMORIAL INSTALLATION

All lot owners, their agents, servants, and employees or anyone authorized to act for or in behalf of any owner, shall obtain approval from the management of the material, design, style and size of memorial.

Before any work is done on any marker or lot by any person other than management personnel, a written application shall be filed with the cemetery office. No memorial shall be installed without the authorization from the cemetery office. In every case the charges therefore shall be paid in advance or arrangements satisfactory to management are made concerning payment, including, but not limited to, any other outstanding charges on the particular lot, space or crypt.

The management can provide for the installation of all one piece memorials unless other arrangements satisfactory to the management are made. The management shall charge for installation, which charges may be changed from time to time by the management.

Any recognized monument dealer (licensee) approved by the management, may be approved by the management to enter on any section, lot or space for the purpose of installation of memorials.

In addition to the normal charges, which shall be paid prior to installation of any marker or monument, an administrative fee, as set by the Reversionary Owner, shall be paid as a condition precedent to installation. Said administrative charge shall be for the purpose of providing and recording information; determining that the marker or monument complies with the standards of material, design, style and size of the memorial as authorized in these Rules and Regulations; to insure that the memorial is installed consistent with the location requirements of these Rules and Regulations, on the right lot, space, or crypt; and to insure that the memorial is not damaged; and to cover the cost of damage to roads arising out of truck use. The administrative charges may be changed from time to time by the management. Licensee shall also provide the number of their Illinois Pre-Need Cemetery Sales License.

In addition, the licensee shall provide proof of worker's compensation insurance and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give written notice to the management in the event the insurance is canceled by the licensee.

Memorials and their foundations shall be installed at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery. The licensee shall contact the cemetery office at least forty-eight (48) hours prior to installation work to arrange for location and staking. Finally, the licensee shall contact the cemetery office not more than twenty-four (24) hours prior to installation to set an appointment to confirm that no funeral or maintenance activity conflicts with the installation and to insure that cemetery standards are being met, no fewer than one cemetery representative will be assigned to supervise memorials installed in the cemetery by outside contractors.

The licensee shall provide appropriate guarantees and hold harmless agreements to the management to insure that the cemetery grounds are not injured by the installation, that all excess materials, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored; and to insure that the memorial was not damaged in installation. Upon completion, the management shall inspect the work done, and shall, if necessary to correct the work and restore the cemetery premises to their condition prior to installation, and shall charge back against said licensee the costs of correctional restoration. Any balance owed by said licensee shall be remitted within thirty (30) days of receipt of the itemized statement.

Memorial installation is an art and a craft requiring experience and often times special equipment. No person, firm or corporation, other than recognized and approved monument dealers or management shall be permitted to install memorials in the cemetery.

Any licensee who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is effected.

20-H MEMORIALS - GRANITE

The following standard specifications for the placement of granite memorials are subject to the approval of the Association prior to placement, and acceptance or rejection shall be based upon the specifications contained herein.

1. SIZES AND DIMENSIONS

Sizes and dimensions are at the discretion of and subject to approval of the association.

Rules may vary from section to section, and within a section.

Outside memorial dealers must call the cemetery office to obtain specific regulations regarding the size and type of memorial permitted on a specific lot.

Management reserves the right to provide this information at a time convenient to the office schedule.

General Rules are as follows:

Memorials on one grave lots must be grasslevel with a minimum thickness of four (4) inches and shall be set even with the grade of the lot. Individual grasslevel memorials may not exceed 2-0x1-2, or be smaller than 1-8x0-10. Grasslevel memorials in the Infant Section may be 1-4x0-8 to mark the grave of child under one year of age. Family monuments are allowed only on four grave lots or larger, and only in areas designated for the installation of upright memorials. Monuments are not to cover a base area larger than 4% of the lot area, nor exceed 50% of the width of the lot. Older areas of the cemetery in which Family lots have existing upright memorials, may continue to duplicate existing memorials in use on the lot. Any variance from a duplication must be approved by the management. New memorials that are not a duplicate will be required to be grasslevel. Wedge and hickey markers where permitted shall not be less than 1-8x0-10 inch dimensions on the base size. Certain sections, and sections within sections may have requirements that supersede the general rules.

Requirements for Section 12:

Monuments must be placed to center on the width of the lot. Inscriptions on monuments will only be allowed on the East face of the Monument. Family names only are allowed on the Die/Tablet, with the design and ornamentation to be either floral or religious. No other lettering will be allowed on the Die/Tablet but for religious with the approval of the management. Individual names, relationship, and dates may be placed on the top edge of the base, or on a bevel front on the base of the monument. If the East face of the base is beveled, it must have at least a two (2) inch rocked nose at the bottom of the bevel. Additional inscription or carving may be allowed on the East front top surface of the base of the monument with the approval of the management. Grasslevel memorials may also be used instead of/or in addition to an upright monument. Grasslevel memorials may include additional inscription, or secular ornamentation including photos and personalization. Foundations for Monuments will have a three inch extension beyond the dimensions of the granite base on all sides. The minimum size monument in Section 12 must have a base no less than 5'-0"x1'-2"x0'-8". Grasslevel memorials will be fixed at 2'-0"x1'-0"x0'-4".

Requirements for the Garden of St. Francis:

All memorials must be grasslevel bronze Holy Patron designs that are 24x12 inches in a light finish with flat finished lettering. Vase type and style are subject to the approval of the management.

2. QUALITY

Granite Memorial must consist of good, sound durable stock and shall be free from seams or any imperfection.

3. SAWING REQUIREMENTS

All memorials must have sawed bottoms.

4. THICKNESS

All granite grasslevel memorial markers (not bases) must be of a uniform thickness throughout and shall be not less than 4" or more than 4" in thickness.

5. FOUNDATION AND PLACEMENT

All granite markers will be set at the discretion of the management. The work shall be on written order of the lot owner. Markers shall be placed to conform with the Rules and Regulations and design of the Lot. All mausoleums, monuments, and markers shall be set on foundations of solid concrete which shall not be less than five feet deep, nor less in area than the base of the superstructure; but the Board of Directors reserves the right to require a larger and deeper foundation when in their judgment the structure and location require it.

6. DESIGN AND LETTERING

The arrangement, design and lettering of all memorials shall be approved by the management and all such tablets shall be of the quality of workmanship and materials and must be inspected and accepted by the management prior to placement.

7. TOLERANCE IN DIMENSIONS

Because monumental stone is a natural product, it is difficult to conform, in fabrication to absolute dimensions. Therefore, the thickness of the die unit must have a tolerance of $\frac{1}{4}$ " over or $\frac{1}{4}$ " under the specified dimensions. Other dimensions of memorials may have a tolerance of $\frac{1}{2}$ " over or $\frac{1}{2}$ " under the specified dimension.

20-I MISCELLANEOUS

Should any memorial become unsightly, dilapidated, or a menace to visitors, the management shall have the right either to correct the condition or to remove the same, at the expense of the lot owner.

In the event a particular grade of stone, "brand name" or "trade name" identifying a quality of stone is no longer used, the stone is no longer available, or for any reason such name stone cannot be provided, the management may approve substitution, which approval shall be in writing prior to the delivery of the stone.

No marker shall be removed from the cemetery, except by the management, unless the written order of the owner and permission be granted by the management.

No sign or advertising of any description except that placed by the management shall be permitted within the cemetery.

The cemetery shall in no way be liable for any delay in the fulfillment of any contract or obligation, including, but not limited to maintenance, care, memorial

work or construction, which may arise from causes beyond its control, and especially from vandals, strikes, malicious mischief, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

20-J PRODUCERS AND RETAIL DEALERS

For the protection of all lot owners, the granite, quality, size, finish, color and engraving of all memorials must be approved by the management before any work is commenced. All memorials must conform to the specifications of the particular section where it is to be installed. Any proposed memorial that management proves to be detrimental to the appearance of the section will not be permitted; however, the lot owner will be advised of the necessary changes to be conforming to the regulations.

1. Producers of materials, meaning thereby quarries, quarriers who also manufacture memorials, and manufacturers of memorials not quarriers, in order to secure the approval of the cemetery must agree to sell only first grade, clear stone for memorial purposes, and must be willing to guarantee that such stone is free from sap or anything which will cause rust stains, that it will not check or crack, and agree that should such faults develop within five years from date of setting, the memorial will be replaced without cost to the cemetery, or lot owner, by such quarrier so manufacturing such memorial, or by the manufacturer thereof who will look to his quarrier for adjustment on material, such adjustment not to delay the replacement of the memorial in the cemetery.
2. Retail dealers to secure approval of the management must agree to use only first grade stone from producers approved as provided in (1) and must guarantee the memorial to be executed in first grade workmanship, with the agreement that should faults develop within five years due to the setting, treatment or handling of the same by the memorial dealer, such memorial will be replaced by such memorial dealer without cost to the cemetery or lot owner.
3. Letter cutters, persons or firms who engage in the business of cleaning memorials (not connected with established retail dealers already on the approved list of dealers), and all other persons or firms, must procure a permit from the management before any work in the cemetery is commenced. In order to secure such a permit, it shall be necessary for the person or firm to submit satisfactory evidence of their ability to properly perform the work for which they have been engaged and have order signed by lot owner authorizing lettering.

4. Workmen employed in placing or erecting memorials and other structures, or bringing in materials, shall, as to the cemetery, operate as independent contractors, but must do so under permission from the management, and must be under the general supervision of the management.
5. Persons engaged in erecting memorials, or other structures, are prohibited from attaching ropes to monuments, trees and shrubs, or from scattering their material over adjoining lots, or from blocking avenues or pathways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition.
6. Damage done to lots, walks, drives, trees, shrubs or other property by dealers or contractors, or their agents, shall be repaired by the management; and the cost of such repair shall be charged to the dealers or contractor, or to his principal.
7. No material, machinery, or other thing for the construction of vaults, memorials or structures, or memorials themselves, may be brought into the cemetery until required for immediate use; nor, under any circumstances, when a funeral is in progress; nor between 4:00 p.m. Thursday through Tuesday morning; and no work shall be done during said time; nor shall such material be placed on lots adjoining the one on which such a structure is to be erected without special permission from the manager.
8. Work shall proceed promptly until the erection of the memorial is completed.
9. While a funeral or interment is being conducted nearby, all work of any description shall cease.
10. Approaching the bereaved and soliciting memorial business within the cemetery is not permitted.
11. Memorial dealers shall abide by all rules of the management.
12. Any producer or retail dealer who violates the rules of the cemetery shall be removed from the list of approved producers and retail dealers.

The cemetery will exercise reasonable care to protect raised lettering, carving or ornaments or any memorials, or other structure, on any lot. The cemetery shall not be responsible for any damage or injury thereto. The management shall have

authority to reject any plan or design for any memorial which, on account or size, design, inscription, kind or quality of stone is unsuited to the lot on which it is to be placed, or contrary to the Rules and Regulations.

Article XXI

Private Mausolea and Tombs

21-A Mausolea or tombs, either wholly or partially above ground, shall be constructed only in lots designated for them. Plans, specifications, material and location in the lot of such mausoleum or tomb shall be subject to the approval of the Management. The Management reserves the right to require that an endowment for future maintenance of mausolea or tomb be deposited with it, said endowment to be a size specified by the Management.

21-B When interment is made in a private mausoleum, the crypt shall be properly sealed, subject to approval of the Management. The entombment must be made in an approved casket and casketed human remains must be embalmed.

21-C No walkways, patios, or other appurtenant structure will be permitted on the ground surrounding a mausoleum. No additions or changes will be allowed after the specifications and foundations plan for a mausoleum have been submitted and approved.

Article XXII

Community Mausolea

22-A Entombment must be made in an approved casket and casketed human remains must be embalmed.

22-B The Management reserves the right to issue under separate cover detailed regulations concerning the use of Community Mausolea. Such regulations may include, but not be limited to: the decoration of crypts; the size, quantity, type, and placement of lettering on crypts; and the use or non-use of flowers, vigil lights, etc.

Article XXIII

Receiving Vaults

23-A Receiving Vaults in any cemetery may be used for temporary entombments subject to certain rules and regulations. Their facilities are available only when final interment is to follow in a Catholic cemetery.

23-B Receiving Vaults are for temporary use only and subject to a weekly rental, and under no circumstances shall a body be considered as interred or entombed by reason of its being placed therein.

23-C The remains of any person who has died of an infectious or contagious disease shall not be placed in a Receiving Vault.

23-D The Management reserves the right, without notice, to remove from a Receiving Vault at once and inter any remains when same are not in a state of good preservation, or when the condition of the body renders its interment necessary.

23-E The amount of the deposit, handling charges, and weekly rental rate shall be determined by the Management.

23-F The body shall be removed from the Receiving Vault in any cemetery within a reasonable time, which in no case shall exceed thirty(30) days, unless the Management consents to a longer period.

23-G Upon failure to pay rental, or to make suitable arrangements for the final interment of the remains within a reasonable time, the Management may remove the remains from the Receiving Vault and cause same to be interred in any grave it may select after first having given seven(7) days notice by deposit of a letter in the United States Post Office with postage thereon duly prepaid to the person making the placement at the address stated on the Cemetery records, and shall apply the deposit on the expenses it incurs. In the event of such failure or default, the Management is empowered to act as duly appointed agent in obtaining any and all interment or health permits necessary for said removal and interment. As long as the remains are with said Management, this agency shall be coupled with an interest and this power shall be irrevocable.

23-H The Management will exercise due care in making a removal, but shall assume no responsibility for damage to any casket or burial case incurred in making the removal.

23-I The Management reserves the right to issue at any time under separate cover detailed regulations and instructions pertaining to Receiving Vaults in any cemetery, or to incorporate specific provisions in any Receiving Vault Agreement, and such regulations, instructions, and provisions are hereby made part of these rules and regulations.

Article XXIV

In General

24-A The statement of any employee of the Calvary Cemetery Association of Rock Island shall not be binding upon the Management, except as such statement coincides with the document conveying the right of interment, and with these rules and regulations.

24-B The rules and regulations shall apply to any mausoleum now in existence or which may hereafter be erected or which may hereafter be erected in any cemetery of the Calvary Cemetery Association of Rock Island.

24-C The Calvary Cemetery Association of Rock Island through its Management reserves the right, without notice, to make temporary exceptions, suspensions, or modifications of any of these rules and regulations, when, in its judgment, the same appears advisable, and such temporary exception, suspension, or modification shall in no wise be considered as affecting the general application of such rules and regulations.

24-D In all matters not specifically covered by these rules and regulations, the Management reserves the right to do anything which in its judgment is deemed reasonable in the premises, and such determination shall be binding upon the plot holder and all parties concerned.

24-E The Calvary Cemetery Association of Rock Island through its Management reserves the right at any time and from time to time to change, amend, alter, repeal, rescind or add to these rules and regulations or any part thereof, or to adopt any new rule and regulation with respect to its cemeteries or anything pertaining thereto.

The above Rules and Regulations were approved by the
Board of Managers of the Calvary Cemetery Association
of Rock Island of the Diocese of Peoria at Rock Island, Illinois.