

RULES AND REGULATIONS
FOR THE
CEMETERIES OF THE ROMAN CATHOLIC ARCHDIOCESE OF BOSTON

The following rules and regulations are as adopted and amended from time to time. For the mutual protection and benefit of lot holders and the cemeteries named herein, certain Rules and Regulations have been adopted by the ARCHBISHOP OF BOSTON as Rules and Regulations of the named cemeteries.

All lot holders and persons within the Cemeteries, and all lots sold, shall be subject to said Rules and Regulations and such amendments or alterations thereof or additions thereto as shall be adopted by the ARCHBISHOP OF BOSTON 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.

I DEFINITIONS

1-A The term "Archbishop of Boston" shall mean the Roman Catholic Archbishop of Boston, a Corporation Sole.

1-B The term "Cemetery Authority" shall mean the person or persons duly appointed by the Ordinary of the Archdiocese of Boston for the purpose of conducting and administering the cemeteries owned and operated by the Catholic Cemetery Association.

1-C The term "Cemetery" as used herein shall mean the property designated by the Roman Catholic Archbishop of Boston, a Corporation Sole, as suitable for interment of persons and approved, where appropriate, by governmental authorities having jurisdiction over cemetery use of the property.

1-D The term "Cemetery Superintendent," "Superintendent," and "superintendent" as used herein shall mean the duly appointed agent of the Cemetery Authority appointed for the purpose of assisting in the administration and proper operation of a cemetery owned by the Roman Catholic Archbishop of Boston, a Corporation Sole.

1-E By the term "Interment" is meant either ground burial or entombment.

1-F "Entombment" shall mean burial above ground in a mausoleum crypt.

1-G The term "Lot" shall include and apply to one, or more than one adjoining graves.

1-H "Grave" shall mean a space of ground in the Cemetery, used or intended to be used for burial of remains of one human being.

1-I The term "Lot holders" shall include person or persons who have purchased interment rights or

entombment rights in a privately owned mausoleum or who hold same by right of inheritance or transfer.

1-J The term "Memorial" shall include monument, tombstone, headstone, or flat marker.

1-K The term "Care" shall mean that general care of the cemetery as herein defined.

II PURPOSE OF CEMETERY

2-A The Cemetery is intended for the interment of persons who are entitled to Christian burial according to the rules and discipline of the Roman Catholic Church. Determination of the issue of the propriety of burial of a non-Catholic member of a lot holder's family or of any person not entitled to Christian burial according to the rules and discipline of the Roman Catholic Church shall be within the sole discretion of the Roman Catholic Archbishop of Boston, a Corporation Sole, or the Cemetery Authority, and such decision shall be final.

III CEMETERY ADMISSION

3-A The Cemetery Authority reserves the right to refuse admission to the Cemetery and to refuse the use of any of the Cemetery's equipment or facilities at any time to any person or persons whom the Cemetery Authority may deem objectionable to the best interests of the Cemetery.

IV INTERMENT PROCEDURE

4-A All funerals on entering the Cemetery shall be under the exclusive charge and sole direction of the Cemetery Superintendent.

4-B A Burial Permit for each funeral as required by G.L. (Ter. Ed.) Chapter 114, Sections 45, 46, and 47, must be presented to the Cemetery Superintendent before the interment.

4-C The Cemetery Authority, its superintendent(s), agents and employees shall not be liable for the burial permit or for the identity of the person to be interred or entombed.

4-D The Casket may not be opened at any time within the Cemetery without the express permission, and in the presence of the Cemetery Superintendent. 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; provided that in the event necessity requires, the Cemetery Superintendent may take appropriate steps to correct any obnoxious or improper condition.

4-E The interment of cremated remains shall be as directed by the ARCHBISHOP OF BOSTON.

4-F No disinterment or removal shall be allowed except with the permission of the Cemetery Authority and only when permanent interment is to take place in a Catholic Cemetery with written authorization of lot holder and nearest of kin and with proper legal procedure.

4-G The Cemetery Superintendent shall exercise due care in making a disinterment and removal, but neither the Cemetery Authority, nor its Cemetery Superintendent, agents and employees shall assume liability for the damage to any casket or burial case incurred in making the disinterment and removal.

4-H The Cemetery Authority shall have the right to designate the time 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 shall be fixed by the Cemetery Authority.

4-I Besides being subject to these 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.

4-J Equipment owned by the Cemetery Authority shall be used exclusively in making interments, disinterments and removals.

4-K Flowers must be delivered at the grave in sufficient time to permit arrangement before the funeral arrives. Designs shall not offend against Catholic discipline.

V ARRANGEMENTS FOR FUNERALS AND INTERMENTS

5-A The Cemetery Authority shall have the right to request those wishing to make a selection of a lot or arrange for a funeral or an interment, to call at the Cemetery office in ample time to complete arrangements.

5-B On those occasions when a non-Catholic is permitted by the Cemetery Authority or the Roman Catholic Archbishop of Boston, a Corporation Sole, to be interred in a Catholic cemetery, the minister may conduct the interment service in accordance with the precepts of the deceased person's religion.

5-C If the family of the non-Catholic deceased person requests a Catholic priest or deacon to conduct the burial service, he will use the Rite of Committal from the Order of Christian Funerals (1989) unless the family specifically requests the use of a ritual authorized by another church or denomination (e.g., The Book of Common Prayer).

5-D A homily is not ordinarily part of the Catholic Rite of Committal. A graveside eulogy is never appropriate when using the rites of the Roman Catholic Church.

5-E For those involved in civic organizations and those with additional affiliations, if requested, patriotic or fraternal services may also be conducted. Such fraternal services will always take place after the liturgical Rite of Committal.

5-F The Cemetery Superintendent may order an interment or opening of a lot for any purpose on proper written authorization by any lot holder of record made out on forms approved by the

Cemetery Superintendent and duly filed in its office, unless there are written instructions to the contrary on file in the Cemetery office. To avoid serious inconvenience, the Cemetery Authority reserves the right to accept from the lot holder a telegraphed interment authorization.

5-G The Cemetery Authority, its superintendent(s), agents, and employees shall not be responsible for any order given by telephone or any mistake occurring from the want of proper instructions as to the size of the casket or as to the particular grave location where interment is to be made. The Cemetery Authority reserves the right to make an equitable charge whenever additional labor costs result from such mistakes.

5-H INTERMENT DELAY. The Cemetery Authority, its superintendent(s), agents and employees 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 interments; and, further, said Cemetery Authority 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.

VI CORRECTION OF ERRORS

6-A The Cemetery Authority reserves, and shall have, the right to correct any errors that may be made by it, its superintendent(s), agents, and employees either in making interments, disinterments or removals, or in the description, or conveyance of any interment 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 Cemetery Superintendent, or, in the sole discretion of the Cemetery Authority, by refunding the amount of 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 Cemetery Authority reserves, and shall have, the right to remove and re-inter the remains in such other lot of equal value and similar location as may be substituted and conveyed in lieu thereof.

VII INSTRUCTIONS TO LOT HOLDERS AND LOT HOLDERS' RIGHTS

7-A Persons desiring to purchase interment rights should visit the Cemetery where the Cemetery Superintendent will aid them in making a selection and in effecting the necessary arrangements.

7-B The Cemetery Authority reserves the right to specify the terms of purchase of all interment rights in lots.

7-C Should the lot purchaser fail to carry out the terms of the purchase agreement, the Cemetery Authority may declare said agreement cancelled and all rights of the purchaser in and to the lot forfeited. In the event of such default the Cemetery Authority 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 Cemetery Authority, each of the remains then interred in said lot. The Cemetery

Authority further, shall have the right to remove any memorial that may have been placed on said lot.

7-D No coping, curbing, fencing, hedging, borders, plantings or enclosures of any kind shall be allowed around any lot. The Cemetery Authority reserves the right to remove same if so erected, planted or placed.

7-E All grave interments shall be made with outside container or burial vault.

7-F Not more than one human remains shall be interred in one grave, unless such grave has been purchased with written agreement, or unless permission is granted by written consent of the Cemetery Authority that more than one body may be interred, and provided proper identification is made of such interment or interments on one regulation memorial or marker.

7-G Interment of non-Catholic members of a Catholic family will be permitted under certain conditions, as the Catholic Church does not wish to separate in death those who were united in life, but such interment shall be referred in each instance to the designated Superintendent of the particular cemetery, who in turn shall seek the prior approval of the Cemetery Authority or the Roman Catholic Archbishop of Boston, a Corporation Sole.

7-H The use of the lot is for lot holder or lot holder's relatives for interment purposes only and not for resale of profit. By special permission of the Cemetery Authority a person not a member of the lot holder's family may be interred in said lot, but in no case shall a lot holder have any right to sell, transfer, exchange or in any manner dispose of said lot or any part thereof, or any right or interest therein or any use of said lot.

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 as prescribed by General Laws, Commonwealth of Massachusetts (Terc. Ed. 1932) Chapter 114 Sections 29, 31, 32 and 33 and also Chapter 150 Section 3.

7-J If in a will no express disposition or other mention is made of a cemetery lot owned by the testator at his demise, the ownership of the lot shall not pass from the lawful heirs by any residuary or other general clause of the will, but shall descend to his heirs, as if he died intestate.

7-K The spouse of an owner of any lot containing more than one interment space has a vested right of interment of his/her remains in the lot.

7-L 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 right of said lot, said instructions will be recognized by the Cemetery Authority and will be followed if in the judgment of said Cemetery Authority such instructions are clear, practicable and not manifestly unjust.

7-M If no valid or sufficient written instructions shall have been filed in such office, or if valid and sufficient instructions are in conflict with a later will, and the lot holder has left instructions in said will, duly allowed 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 then in force and provided the Cemetery office is furnished with proof of the same.

7-N In the absence of valid and sufficient written instructions filed at said office by the lot holder or duly probated will, the rights of interment shall devolve upon those entitled to succeed thereto by the laws of succession of the Commonwealth of Massachusetts.

7-O In a conveyance to two or more persons as joint tenants, each joint 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 survivors, subject to the vested right of interment of the remains of the deceased joint tenant. A vested right of interment may be waived by a writing acknowledged by a Notary Public and delivered to the Cemetery Authority or the Cemetery Superintendent at the Cemetery at which the lot is located and is terminated upon the interment elsewhere of the remains of the person in whom vested. An affidavit by a person having knowledge of the facts setting forth the fact of the death of one joint tenant and establishing the identity of the surviving joint tenants named in the certificate to any lot, when filed with the Cemetery Authority is complete authorization to the Cemetery Authority to permit the use of the unoccupied portion of the lot in accordance with the directions of the surviving joint tenant(s) or their successor(s) in interest.

VIII SERVICE CHARGES AND PAYMENTS

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

IX RIGHT TO REPLAT

9-A The following rights and privileges are hereby expressly reserved, but without limitation, to the Cemetery Authority 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 the disposal or interment of, deceased human remains or other cemetery purpose:

- 1 . To resurvey, enlarge, diminish, replat, alter, in shape or size, or otherwise to change all or any part or portion of the cemetery.
2. 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.

9-B. The following rights and privileges are hereby expressly reserved, but without limitation, to the Cemetery Authority to be exercised at any time or from time to time:

1. Easements and rights of way over and through all of said cemetery premises for the purpose of installing, maintaining and operating pipe lines, conduits or drains for sprinklers, drainage, electric or communication lines or for any other cemetery purpose.
2. To alter, remove, or add to the landscaping or grading of lots within the cemetery when, in its sole discretion, it is necessary and desirable to do so.

X NO EASEMENTS GRANTED

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

XI USE OF CEMETERY

11-A Visitors within the Cemetery shall use only avenues and roads laid out by the Cemetery Authority and only those portions of the lawn necessary to gain immediate access to the lot visited. The Cemetery Authority expressly disclaims liability for any injuries sustained by anyone violating this rule.

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

11-C Trespassers - Only the lot holder and his relatives or friends shall be permitted on the Cemetery lot. Any other person thereon shall be considered a trespasser.

11-D Children under fifteen years of age are not permitted within the Cemetery unless accompanied by an adult to take care of them.

11-E Animals shall not be allowed in the Cemetery or in any buildings in the Cemetery.

11-F Lawns shall not be disturbed for any purpose except upon the express written permission of the Cemetery Authority.

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 or crockery jars and containers, wood or metal cases, potted plants and any other inorganic material, shall not be permitted on any lot and such articles may be removed by the Cemetery Authority. All flower containers must be installed with the approval and under the direction of the Cemetery Authority.

11-H Not liable for Floral Pieces or Vases – The Cemetery Authority, its superintendent(s), agents or employees, shall not be liable for vases, floral pieces, baskets or flowers in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemetery.

11-I Removal of Floral Frames – The Cemetery Authority reserves for itself and its Cemetery Superintendent(s) the right to prohibit removal of any flowers, vases or floral designs. If floral frames are not collected within five days by those lawfully entitled to them, the Cemetery Authority may remove and dispose of them in any manner it sees fit.

11-J Motor Vehicles - Automobiles, funeral coaches and trucks must be kept under control at all times and at no time shall such vehicles drive through the gates or within the Cemetery at a speed in excess of 20 miles an hour. Automobiles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral. It is prohibited to park or leave any motor vehicle on any road or driveway within the Cemetery at such location or in such position as to prevent any other vehicle from passing, and if so parked or left, the Cemetery Authority may remove said vehicle.

11-K Bicycles and Motorcycles - The Cemetery Authority reserves the right to refuse admission to bicycles or motorcycles to the Cemetery.

XII CONDUCT IN CEMETERY

12-A Idling, loafing or any boisterous demonstrations within the Cemetery or any of its buildings is prohibited.

12-B Trash and Rubbish - Throwing of trash and rubbish on roads, driveways, paths, walks, on any part of the grounds or in the buildings is prohibited. Receptacles for waste material are located at convenient places.

12-C Picnicking - Picnicking or partaking of any refreshment within the 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 Cemetery Authority.

12-E Peddling or Soliciting - No one shall be permitted to peddle flowers, plants, or any other article or item, or to solicit the sale of any commodity whatsoever within the Cemetery unless authorized by the Cemetery Authority and under its direct supervision.

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

12-G Improper Assemblages - The Cemetery Authority shall have the power to prevent improper assemblages.

XIII GRADING AND IMPROVEMENTS

13-A All grading, landscaping work and improvement of any kind, and all care of lots, shall be done, and all trees, shrubs and herbage of any kind shall be planted, trimmed, cut or removed by the Cemetery Authority.

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

XIV CEMETERY HOURS

14-A The Cemetery Authority shall have the right to fix the opening and closing hours of the Cemetery, Cemetery office and buildings.

XV EMPLOYEES

15-A Cemetery employees are not permitted to do any work for lot holders except upon the order of the Cemetery Authority, but are required to be civil and courteous to all visitors.

XVI OUTSIDE WORK

16-A No workmen other than employees of the Cemetery Authority will be permitted to work in the cemetery unless authorized by said Cemetery Authority. Lot holders may have certain work done in accordance with the Cemetery Rules and Regulations at their own expense upon application to the Cemetery Authority; price to be agreed upon and paid before said work is done.

XVII LOSS OR DAMAGE

17-A The Cemetery Authority disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by an act of God, the elements, 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 Cemetery Authority whether the damage be direct, or collateral. In the event it becomes necessary to reconstruct or repair any section or lot, including graves or crypts, or any portion or portions thereof in the Cemetery, which has been damaged by such causes, the Cemetery Authority shall give a 10 day written notice of the necessity for such repair to the lot holder of record. The notice shall be given by 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 Cemetery Authority. In the event the lot holder fails to repair the damage within a

reasonable time, the Cemetery Authority may direct that the repairs be made and charge the expense against the lot and to the lot holder of record.

XVIII PLOT HOLDERS CHANGE IN ADDRESS

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

XIX CARE

19-A This section shall apply only to those where care has been provided for. Care is to be understood as that care and maintenance of lots necessitated by natural growth and ordinary wear and includes planting, cutting, and care of lawns, trees and shrubs. The cleaning and maintenance of roadways and walks, shall be accomplished provided there are sufficient cemetery funds for that purpose.

19-B Care Exceptions – The term “care” shall in no case mean the maintenance, repair, replacement of any memorial placed or erected upon any lot, nor the planting of flowers or ornamental plants, nor the doing of any special or unusual work in the cemetery including work caused by impoverishment of the soil or disruption of water supply or facilities, nor does it mean the reconstruction of any marker, granite, bronze or concrete work on any section or lot or any portion or portions thereof in the cemetery injured or damaged by any cause, direct or indirect, beyond the Cemetery Authority’s reasonable control.

19-C Special Care - 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 Cemetery was established or is being maintained.

XX MEMORIALS AND RULES FOR MEMORIAL WORK

20-A Memorial dealers shall abide by all the rules and regulations of the Cemetery.

20-B The Cemetery Superintendent reserves the right at all times to approve and prescribe in advance the kind, size, design, symbolism, craftsmanship, quality and material of memorials, inscriptions, monuments or markers placed or to be placed in the Cemetery. The Cemetery Superintendent reserves the right as well to review in advance and to approve or disapprove the design of such memorials together with symbolic and verbal inscriptions as in keeping with Roman Catholic teaching and discipline.

All memorials are subject to the approval of the Cemetery Authority prior to the placement, and acceptance or rejection shall be based on such approval.

20-C The Cemetery Authority also reserves the right to issue under separate cover detailed regulations and instructions pertaining to the kind, size, design, symbolism, craftsmanship, quality and material of memorials, inscriptions, monuments or marker to be placed in the Cemetery. Said detailed regulations and instructions and all amendments thereto are hereby made a part of these rules and regulations:

All lots shall be under Perpetual Care before stonework of any kind will be allowed upon a lot.

The dimensions and composition of all monuments to be erected must be submitted to the Cemetery Authority for approval before foundations are built.

Foundations shall be built by cemetery employees only.

Foundations will not be built from May 15 to May 30 or after the frost sets in the ground.

Dealers shall pay cash for foundation before a monument is erected.

All lots are marked out by cemetery employees under the direction of the Superintendent. Corner stones are not allowed.

All monuments should be made of good quality Granite. Two piece monuments are the type desired, although any monument of good design will be allowed provided it does not exceed the maximum size for the particular lot on which it is to be erected and is otherwise acceptable to the Cemetery Authority.

Only one monument may be erected on a lot. To prevent overcrowding of monuments certain lots will be sold with the restriction that no monument will be allowed on these particular lots. Only monuments that are in keeping with the other monuments in the section in which they are to be erected will be allowed.

Veterans' markers may be permitted on lots where a monument has previously been erected.

Producers of monumental materials, and retail dealers shall use 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 break or crack, and agree that should such faults develop within five years from the date of setting, the memorial will be replaced without cost to the Cemetery or lot owner by

such producer.

Where a base or bases, and die-stones are used, the base or bases should be of equal quality but not necessarily the same color as the die-stone and must be of best quality stock. Rough rock face finish on die-stones will not be allowed.

Monument must not exceed the prescribed size for a given lot.

ANY PRODUCER OR RETAIL DEALER WHO VIOLATES THE RULES OF THE CEMETERY SHALL BE REMOVED FROM THE LIST OF APPROVED PRODUCERS AND RETAIL DEALERS.

20-D The Cemetery Authority reserves the right to fix the days and hours when a permit may be obtained and when any memorial may be delivered to the Cemetery.

20-E All memorial work, or placement or removal of any memorial shall be on presentment of the certificate granting burial rights and a written order of the lot holder, and with a permit issued by the Cemetery Authority.

20-F The Cemetery Authority reserves the right to fix charges for memorial foundations, memorial permits, placements or removals, and the right to demand that said charges be paid in advance and before the work is done. The Cemetery Authority also reserves the right to fix and charge a fee for any memorial left at the Cemetery before a Cemetery permit has been issued.

20-G A detailed plan and design of all memorials must be submitted to the Cemetery Authority for approval before a permit will be issued, and no memorial shall be erected or placed or altered until checked, approved and accepted by the Cemetery Authority. If the memorial does not conform in every detail to the approved design, it shall be the sole responsibility of the dealer to correct any errors or deficiencies in the workmanship and material. No memorial shall be altered and/or changed after approval and acceptance by the Cemetery Authority.

20-H The location and position in which a memorial is to be placed or erected on a lot shall be entirely subject to the approval and under the supervision of the Cemetery Authority.

20-I No monuments extending above the surface of the ground shall be erected on lots not specifically designated in the Purchase Agreement for monument privilege.

20-J Only one flat marker will be permitted on each grave. No marker shall be set to embrace two or more graves unless specifically permitted by the Cemetery Authority.

20-K Non-Cemetery workers engaged in placing or erecting monuments and other structures, or bringing in materials in regard to such work, shall operate as independent contractors, however, all such workers must receive prior permission of the Cemetery Superintendent to enter upon cemetery property for the purpose of engaging in such work. All work on cemetery property must be completed in accordance with the specifications of the Cemetery Superintendent.

20-L Non-Cemetery workers engaged in placing or erecting monuments or other structures, are prohibited from scattering their material over adjoining lots or from blocking roads or walks, or from leaving their material on the grounds longer than is absolutely necessary.

20-M Damage done to lots, walks, drives, trees, shrubs or other property by non-Cemetery workers, dealers or contractors or their agents, shall be repaired by the Cemetery Authority and cost of such repair shall be charged to the dealer or contractor or the worker's employer.

20-N The Cemetery Authority reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations therefor have not been made or when work is being done it is in such a manner as to endanger life or property; or when there is evidence of misrepresentation; or when work is not being executed according to specifications; or when any reasonable request on the part of the Cemetery Authority is disregarded; or when any person employed on the work violates any rule of the Cemetery Authority.

20-O While the Cemetery Authority will exercise all possible care to protect raised lettering on any memorial or other structure on any lot, it disclaims responsibility for any damage or injury thereto.

20-P The Cemetery Authority reserves, and shall have, the right to correct any error that may be made by its employees or by any other person or persons as to the location or placing of a memorial in the Cemetery.

20-Q Should any memorial, mausoleum or tomb become unsightly, dilapidated, or a menace to the safety of persons within the Cemetery, the Cemetery Authority shall have the right either to correct the condition or to remove the same, in either case at the expense of the lot holder.

20-R Soliciting memorial sales or memorial work within the Cemetery is not permitted.

XXI MAUSOLEUMS AND TOMBS

21-A Mausoleum or tombs, either wholly or partially above ground, shall be constructed only in lots so designated. Plans, specifications, material and location in the lot of such mausoleum or tomb shall be subject to the approval of the Cemetery Authority.

XXII IN GENERAL

22-A The statement of any employee of the Cemetery Authority shall not be binding upon the Cemetery Authority except as such statement is consistent with the document conveying the right of interment and these rules and regulations.

22-B These rules and regulations shall apply to any mausoleum now in existence or which may hereafter be erected in the Cemetery.

22-C The Cemetery Authority reserves the right, without notice, to make temporary exceptions,

suspensions or modification in 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 considered as affecting the general application of such rule.

22-D In all matters not specifically covered by these rules and regulations the Cemetery Authority reserves the right to do anything which in its judgment is deemed reasonable under the circumstances and such determination shall be binding upon the lot holder and all parties concerned.

22-E The Cemetery Authority reserves the right at any time and from time to time to change, amend, alter, repeal, rescind or to adopt any new rules and regulations or any part thereof or to adopt any new rules and regulations with respect to said Cemetery or anything pertaining thereto.

These Rules and Regulations apply at:

Malden Area

Holy Cross	175 Broadway	Malden, MA 02148
St. Mary	304 Fellsway East	Malden, MA 02148
St. Francis	313 Bunker Hill St.	Charlestown, MA 02129

Waltham Area

Catholic Mt. Auburn	64 Cottage St.	Watertown, MA 02172
St. George Saxonville	117 Cherry St.	Framingham, MA 01706
Calvary	250 High St.	Waltham, MA 02154
St. Patrick	999 Belmont St.	Watertown, MA 02172

Winchester Area

St. Paul	30 Broadway	Arlington, MA 02179
St. Patrick	120 Elm St.	Stoneham, MA 02180
Calvary	686 Washington St.	Winchester, MA 01890
No. Cambridge	244 Rindge St.	Cambridge, MA 02140

Salem Area

St. Mary	226 North St.	Salem, MA 01970
St. Mary	106 Brimbal Ave.	Beverly, MA 01915
Star of the Sea	140 Lafayette St.	Marblehead, MA 01947

Lynn Area

St. Jean	134 Broadway	Lynn, MA 01904
St. Joseph	131 Broadway	Lynn, MA 01904
St. Mary	190 Lynnfield St.	Lynn, MA 01904

Haverhill Area

St. James	360 Primrose St.	Haverhill, MA 01830
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St. Joseph	892 Hilldale Ave.	Haverhill, MA 01830
St. Patrick	395 No. Broadway	Haverhill, MA 01830

Marlborough Area

St. Mary	0 West Main Street	Marlborough, MA 01752
Immaculate Conception	0 Beach Street	Marlborough, MA 01752

Andover

Sacred Heart	76 Corbett Street	Andover, MA 01810
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Gloucester

Calvary	151 Eastern Avenue	Gloucester, MA 01930
Oak Hill	45 Poplar Street	Gloucester, MA 01930

APPROVED BY CARDINAL BERNARD FRANCIS LAW