

**PURPOSE** – These **Rules and Regulations** are designed for the protection of owners of interment rights as a group. They are not intended to be restraints; rather, their purpose is to prevent inconsiderate people from taking unfair advantage of others. Their enforcement will help protect the cemetery and create and preserve its beauty and dignity. This publication is hereby adopted as the **Rules and Regulations of Blue Hill Cemetery**. As such, all owners of interment rights, all visitors, and all contractors performing work within the cemetery will be subject to these **Rules and Regulations** and any amendments or alterations that will be adopted by Blue Hill Cemetery from time to time.

# **RULES AND REGULATIONS**

### I. DEFINITION OF TERMS USED IN THESE RULES AND REGULATIONS

- **A.** The term **CEMETERY** refers to Blue Hill Cemetery, 700 West Street, Braintree, MA, 02184, its president, superintendent, board of directors, and other authorized personnel.
- **B.** The terms **OWNER** and **LOT OWNER** refer to the original purchaser(s) of interment rights in a specifically designated location in the cemetery. Blue Hill Cemetery owns the location while the lot owner owns **INTERMENT RIGHTS** for that location. The term **OWNERSHIP** is in reference to the original purchaser(s) and, if deceased, their rightful descendants. The **DEED OF LOT** indicates ownership of interment rights in a specifically designated location in the cemetery and further stipulates that the designated location will be used for no other purpose than the interment of human remains.
- C. The term **INTERMENT** is a general reference to the placement of human remains in a lot. The term **LOT** refers to the following types of locations within the cemetery designated for the interment and permanent memorialization of human remains. Each lot is identified by a unique combination of lot number(s) and section number:
  - **1. EARTH INTERMENT LOT** is for the in-ground placement (burial) of human remains contained in a casket or of cremated remains contained in an urn.
  - 2. CRYPT INTERMENT LOT is for the above-ground placement (entombment) of human remains contained in a casket; the casket is placed inside a crypt; a crypt is an individual compartment in a mausoleum; a mausoleum contains multiple crypts

- arranged in vertical tiers and horizontal rows; a crypt is closed securely with a crypt plate.
- 3. NICHE INTERMENT LOT is for the above-ground placement (inurnment) of cremated remains contained in an urn; the urn is placed inside a niche; a niche is an individual compartment in a columbarium; a columbarium contains multiple niches arranged in vertical tiers and horizontal rows; a niche is closed securely with a niche plate.
- **D.** The term **MEMORIAL** refers to the following methods of permanently memorializing a decedent(s) by presenting names, dates, emblems, and sentiments in a respectful and dignified manner:
  - 1. Upright monuments made of stone or flat markers made of bronze or stone are situated on lots intended for the earth interment of human remains contained in a casket or cremated remains contained in an urn.
  - **2. Flat plates made of bronze** are affixed to crypt plates on crypts intended for the crypt interment of human remains in a casket.
  - Engraved inscriptions on the granite niche plate are done on niches intended for the niche interment of cremated remains in an urn.
- **E.** The term **CONTRACTOR** refers to any third-party person, firm, corporation, or any vendor other than an employee of the cemetery that is engaged in placing, erecting, or repairing any memorial or performing any work in or on the cemetery grounds.

## II. GENERAL SUPERVISION OF THE CEMETERY

- **A.** Blue Hill Cemetery is a private corporation and reserves the right to refuse admission to anyone who is not an owner and to refuse the use of any of the cemetery facilities at any time to any person or persons deemed by management to be contrary or harmful to the best interests of the cemetery.
- **B.** Upon arrival at the cemetery, whether in procession or independently, all funerals will be under the charge of the Superintendent and/or his assistants.
- **C.** Once a casket containing a body is within the confines of the cemetery, no funeral home personnel e.g., funeral director, embalmer, funeral assistant, or other employee or agent, will be permitted to open the casket or to touch the body without the consent of the legal representatives of the deceased or without a court order.
- **D.** The cemetery reserves the right to compel all persons coming into the cemetery to obey all **Rules and Regulations** adopted by the cemetery. The **Rules and Regulations** may be changed without notice by the directors of the cemetery. The cemetery will take reasonable precautions to protect owners and the interment rights of owners within the cemetery from loss or damage.
- **E.** The cemetery will have the right to maintain guards if, in its discretion, it deems it necessary but is under no legal obligation to do so. Whether or not guards are used, the cemetery

distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control and especially from damage caused by the natural elements, an Act of God, common enemies, thieves, vandals, strikers, malicious or unruly mischief makers, firearm discharges (other than those associated with military rites, etc.), explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.

- F. The cemetery reserves and will have the right to correct any errors that may be made by it either in making interments, disinterments, removals, or in the inscriptions, transfer, or conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or as may be selected by the cemetery or, in the sole discretion of the cemetery, by refunding the amount of money paid on account of said purchase. In the event such error will involve the interment of human remains in such property, the cemetery reserves and will have the right to remove and transfer such remains so placed to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The cemetery will also have the right to correct any errors made by placing an improper description, including an incorrect name or date either on a memorial or on the container for cremated remains.
- G. The cemetery reserves and will have the right to enlarge, reduce, or change the boundaries or grading of the cemetery or of a section or sections, from time to time, including the right to modify or change the locations of / or any part thereof or remove or re-grade roads, drives, and walks, is hereby expressly reserved. The right to lay, maintain, and operate or alter or change pipelines or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as is the right to use cemetery property not sold to individual owners, for cemetery purposes, including the interring and preparing for interment of human remains, or for anything necessary, incidental, or convenient thereto. The cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots.
- **H.** All openings and closings of lots and all interments, disinterments, and removals will be made by the cemetery.
- I. General care of the entire cemetery grounds and lots is assumed by the cemetery. This, however, does not provide for any 'special care'. Estimates for any special work will be made by the directors upon receipt of application and charges for the work must be paid in advance.
- J. The president and superintendent will oversee all improvements within the grounds and upon all lots and graves, before as well as after interments have been made therein. They will have charge of the planting, sodding, surveying, and general improvements.

### III. ADMINISTRATIVE AND GENERAL RULES AND REGULATIONS

**A.** Blue Hill Cemetery reserves the right at any time and without notice to lot owners to adopt, amend and / or alter any of its **Rules and Regulations**.

#### **B. LOT OWNER**

- 1. A lot owner is any person who has purchased interment rights for earth interment, crypt interment, niche interment, or private mausoleum interment. Following the death of the lot owner, notification naming the heir or heirs must be filed with Blue Hill Cemetery immediately. This notification will provide Blue Hill Cemetery with information of the rights to future use of the remaining space/s. This information must be on file before any additional earth interments, crypt interments, or niche interments are allowed, or any work done on the lot. In these circumstances, as well as in other matters of administration, Blue Hill Cemetery will rely on the updated affirmation of anyone that in its judgment is, or should be, familiar with the necessary facts.
- 2. Any notice sent by Blue Hill Cemetery to a lot owner at their last known address on file will be considered sufficient, proper, and legal notification. The purchase price of a lot must be paid in full before an earth interment, crypt interment, or niche interment can be made and before a memorial can be placed on the lot, either inground or above-ground, including a private mausoleum. Interment rights within the cemetery will be used for no purpose other than for the earth interment, crypt interment, or niche interment of human remains. A Deed of Lot will be issued to each owner upon payment in full.

# C. SALE AND PURCHASE OF INTERMENT RIGHTS / TRANSFER OF OWNERSHIP

- 1. The sale or transfer of any interment right by any owner or purchaser, will not be binding upon the cemetery unless first approved in writing by the properly authorized officer of the cemetery and then such interment right must be reconveyed to the cemetery; the cemetery will issue a new Deed of Lot to the new owner. The same rule will apply in all cases of assignment of purchase contract for interment right. This procedure is required in order that the cemetery may always have a complete and accurate record of all owners and purchasers.
- 2. All transfers of any interment right, whether same be by conveyance or assignment of purchase contract, are subject to all **Rules and Regulations** of Blue Hill Cemetery, which are now in full force and effect or which may be hereafter enacted. The cemetery may refuse to consent to a transfer or to an assignment if there is any indebtedness due to the cemetery at the cemetery office. All transfers of ownership will be subject to a charge of not less than \$150 (price subject to change) which must be paid to the cemetery when the transfer is recorded.
- 3. The subdivision of interment rights is not allowed without the consent of the cemetery, and no one will be buried in any lot not having an interest therein, except by written consent of all parties interested in such lot and of the cemetery.
- 4. Information on selling or transferring ownership of any lot, above ground crypt, niche or private mausoleum may be obtained from the Blue Hill Cemetery Office. Lot

- Owners must pay all outstanding balances to Blue Hill Cemetery before transfer of title will be allowed, as provided by Law.
- 5. All Transfers of Ownership will be subject to the approval of Blue Hill Cemetery and a transfer fee will apply and are subject to the **Rules and Regulations** of the cemetery. Subdivision of Interment Rights is not allowed without written consent of the cemetery. Partial transfer of Interment Rights is not permitted.

### D. IMPROVEMENTS AND ALTERATIONS

- General Rule: All grading, landscape work and improvements of any kind and all care of lots will be made by or otherwise authorized by the cemetery. Any lot owner wishing to do work must first obtain written permission from the cemetery administrative office. Written authorization must be kept at the work location and shown upon request.
- 2. Work Ordered from Contractors: Any outside contractor who violates these regulations, or whose work is in the opinion of Blue Hill Cemetery, unsatisfactory, may be excluded from our grounds after due notice to the Lot Owner or Contractor.
- 3. Acceptable Standards: If any work is done which is not satisfactory or becomes unsightly or unacceptable. Blue Hill Cemetery will have the right, after written notice to the Lot Owner to make such changes or alterations, at the Lot Owner's expense, as in cemetery's judgment may be necessary.
- **4. Work Ordered from Blue Hill Cemetery:** All work, services and materials ordered from Blue Hill Cemetery by Lot Owners will be charged at current rates. A copy of our current rates and charges may be obtained at the cemetery administrative office or viewed on the cemetery website at <a href="https://www.bluehillcemetery.com">www.bluehillcemetery.com</a>.
- 5. Lot Owner's Insurance: Blue Hill Cemetery takes all reasonable precautions to protect its Lot Owners and their property from loss, damage, or injury, but will not be responsible for loss, damage, or injury. Blue Hill Cemetery suggests any valuable monument, artwork or other item affixed to a lot, above ground crypt, niche, or private mausoleum, be covered under the Lot Owner's Homeowner's Property Insurance Policy.
- 6. Safeguarding Property and Visitors: Any improvements on a lot, above ground crypt, niche or private mausoleum must be performed with care. Any damage or injury done to adjacent lots, i.e., sod plantings or memorial work must be repaired promptly and to the satisfaction of Blue Hill Cemetery and at the expense of the Lot Owner. Heavy equipment is not allowed on cemetery property without cemetery approval.

## E. USE OF GROUNDS / GENERAL SAFETY / DECORATIONS

- 1. Roadway and Walkway Safety: For the safety of all lot owners and visitors, please use only the roadways, walkways, walkway spaces. Blue Hill Cemetery will not be responsible for injuries incurred by any person while on the property who has failed to fully comply with these Rules and Regulations.
- 2. Respect / Sanctity / Reverence: All visitors are reminded that the grounds are sacred and devoted to the interment of the dead and that the penalty of the law as provided by statute will be strictly enforced in all cases. Blue Hill Cemetery excludes and deems the following to be in violation of these Rules and Regulations:
  - **a.** No person will be permitted in the cemetery on a bicycle.
  - **b.** All persons are forbidden and will be held liable for any breakage or damage caused to trees, shrubs, landmarks, memorials or in any way defacing the grounds of the cemetery.
  - **c.** Using Blue Hill Cemetery as a thoroughfare or conducting driving instruction.
  - **d.** Automobiles or other vehicles at more than 10 miles per hour.
  - e. Parking on the grass at any time.
  - **f.** Sledding, cross-country skiing, snowmobiling or other similar activities.
  - **g.** Jogging, roller skating, roller blading, skate boarding, etc.
  - **h.** Children under eighteen years of age who are not accompanied by an adult.
  - i. Dogs, whether leashed or unleashed, other than service dogs.
  - **j.** Alcoholic beverages (unless approved by Blue Hill Cemetery) and Illegal substances, banned by local, state, or federal laws.
  - **k.** No person, other than law enforcement or cemetery security, will be permitted to carry firearms within the cemetery. The cemetery will permit a military guard or honor detail to use firearms during a military or first responder committal service.
  - I. All persons are forbidden to hunt fowl or other animals or to disturb the fish in the cemetery's coy pond.
- 3. Vehicle Safety: To ensure the safety of all visitors, please take care to drive safely, please lock your car when it is unattended, and please report any suspicious or dangerous activities to Blue Hill Cemetery.

- **4. Entering and Exiting:** No person will be permitted to enter or leave the cemetery except by the public entrance(s). Any person entering the cemetery other than during the hours of operation without authorization will be trespassing on cemetery property. The cemetery is not responsible for theft of or damage to anything placed on grave lots.
- 5. Visual Media: A permit must first be obtained from the cemetery administrative office for all pictures, videos, DVDs, etc., and must always accompany the individual(s) and produced upon request by Blue Hill Cemetery.
- **6. Soliciting:** Soliciting business is not permitted on cemetery grounds.
- **7. Signage:** Signs of any type are not permitted.
- **8. Vandalism and Property Damage:** Appropriate legal action will be sought against anyone damaging, disfiguring, disturbing, removing, destroying a monument, marker, crypt front, plants, trees, etc. and the person or persons will be prohibited from entering the Blue Hill Cemetery property.
- 9. Decorations Botanical (e.g. flowers / trees / shrubs, etc.) and Non-Botanical (e.g. statues, rock gardens, border fencing, etc.): All botanical and non-botanical decorations must be in compliance with the cemetery's Decoration Guidelines as posted in the cemetery office and on the Blue Hill Cemetery website www.bluehillcemetery.com. At its discretion, the cemetery reserves the right to remove all botanical and non-botanical decorations placed by lot owners and others when such decorations become unsightly or detrimental to adjacent lots, roadways, and walkways or do not conform to the cemetery's Decoration Guidelines. No trees or shrubs may be planted by anyone other than cemetery personnel without first obtaining written permission from the cemetery administration office. All trees and shrubs not planted by the cemetery or planted without the cemetery's permission will be removed by the cemetery at its discretion and at the lot owner's expense. It is the lot owner's responsibility to obtain the cemetery's written decoration guidelines.
- **10.** No person will pluck or remove any plant or flower, whether wild or cultivated, from any part of the cemetery.

## IV. INTERMENT RULES AND REGULATIONS

#### A. INTERMENT RIGHTS

 Interment rights are defined as the right to place human remains in a specific location within the cemetery as selected by a consumer for use as a place of repose and permanent memorialization. Interment rights can be purchased in Blue Hill Cemetery only with the written approval of the Board of Directors and are subject to the **Rules and Regulations** of the cemetery now and hereafter adopted for the governing of the cemetery and for the purpose of interment only. This provision applies to all sales whether made directly by the cemetery or by lot owners.

- 2. No interment rights or contracts for the purchase of interment rights can be sold, assigned, transferred, pledged, or hypothecated without the written approval of the Board of Directors.
- 3. All agreements for the purchase of cemetery interment rights must be on the form approved by the Board of Directors and signed by the President of the cemetery. All terms and conditions for the purchase of interments rights must be recited in the purchase contract; verbal agreements and representations will not be recognized.
- **4.** The cemetery may exchange interment rights when desired by Owners, but not for interment rights of lesser value. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by re-conveyance, if considered necessary, before any change is affected.
- 5. Each owner is vested with the ownership of his or her interment right for the sole purpose of interment of human dead bodies. Under the regulations of the cemetery, the interment rights cannot be conveyed without the consent of the Directors, nor any use, division, or improvements of them be made which the Directors prohibit or may deem improper. The owner of interment rights may dispose of the same by will, subject to the foregoing conditions. If the Owner dies intestate the interment rights will descend to his or her heirs according to the laws of descent.
- 6. No conditional or partial transfer of interment rights and no sale of an undivided interest, except to a person or persons who are already part-owners, will be recorded, as the cemetery cannot be responsible for facilitating the intent of the Grantor. No interment will be made in any lot until the purchaser has paid in full for the interment rights therein the amount required by the original sales contract signed by the purchaser.

### **B. INTERMENTS**

- 1. Cemetery service charges and fees for interment or interment rights must be paid in full before an interment is allowed in a particular lot.
- 2. Prior to permitting interment, the cemetery will require the **Order for Interment in Blue Hill Cemetery** to be signed by the lot owner(s) and/or the next of kin to the decedent, or their authorized representatives. The cemetery will not be held liable for actions taken under the direction of the one providing authorization in the event it is later determined that such person was not authorized. The cemetery relies upon the identification of the deceased provided by the next of kin or authorized

- representative and will have no obligation to establish or verify the identity of the remains to be placed.
- 3. Blue Hill Cemetery interment personnel will execute all earth interments, crypt interments, niche interments, disinterments, removals, transfers or any changes impacting interments.
- **4.** Blue Hill Cemetery is not liable for mistakes due to misunderstanding either oral or written instructions. Blue Hill Cemetery reserves the right to correct all errors of interments, conveyances, and charges. Blue Hill Cemetery is not liable for the interment permit or for the identity of the decedent.
- 5. The cemetery reserves and will have the right to correct any errors which may occur in performing interments, sales of lots or related goods and services, transfers, or conveyances of interment rights. In the event an error may occur, the cemetery will have the right to substitute and convey in lieu thereof other interment rights of comparable value and similar location (to the extent possible) as may be selected by the cemetery. The cemetery, at its sole discretion, may refund the amount of money paid, merchandise and/or services to which the error relates. In the event such error will involve the interment of the remains of any person in an incorrect location, the cemetery reserves the right to remove and transfer such remains so placed to the correct location or to a similar location of comparable value, as may be selected by the cemetery. The cemetery and lot owner agree and acknowledge that the cemetery will have no liability because of any such errors of the type described in this paragraph other than its obligation to take the remedial actions as described.
- **6.** All interments will be subject to the direction and supervision of the cemetery superintendent and/or authorized cemetery representatives.

### C. SCHEDULING INTERMENTS AND RELATED REQUIREMENTS

- 1. Blue Hill Cemetery requires a twenty-four-hour advance notification for all interment orders and forty-eight-hour advance notification in winter months. Every effort will be made to have the interment service prepared as requested, however, if due to unforeseen natural causes, we may find it necessary to delay the interment if conditions are unsafe.
- 2. **INTERMENTS ARE NOT SCHEDULED FOR** Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 3. Interments will be scheduled to take place between 9:00 am and 3:00 pm Monday through Friday. There will be an additional charge for interments scheduled between 3:00 pm and 4:30 pm Monday through Friday. Saturday interments will incur an additional charge until 12:00 pm after which there will be an additional charge for every half hour increment or portion thereof. Additional holiday charges will be

- applied to interments scheduled for Martin Luther King, Jr. Day, Presidents' Day, Patriots' Day, Columbus Day, and Veterans' Day.
- **4.** No interment service will be allowed without prior payment in full of all current and outstanding charges.
- 5. When an interment is ordered, the relationship of the decedent to the owner must be established by proof satisfactory to Blue Hill Cemetery. If sufficient proof cannot be produced, an affirmation must be executed via the cemetery office thereby relieving Blue Hill Cemetery of any liability for allowing the interment.
- **6.** Earth interments of caskets require an outer burial container e.g., concrete vault, metal vault, or concrete grave liner. Crypt interments require a metal casket with a protective gasket, commonly referred to as a sealed casket.
- 7. The random scattering of cremated remains is strictly prohibited until a Cremation Garden has been created and designated for that purpose.

## D. DISINTERMENTS / TRANSFERS

- Human remains may be disinterred from the original lot and reinterred in another lot within the cemetery when there has been an exchange or purchase for that purpose. The charges for the cemetery services must be paid at the time the decedent's representative signs the **Disinterment Authorization Hold Harmless and Release** form. The same stipulations apply when human remains are disinterred and transferred out of Blue Hill Cemetery. If the human remains are to be reinterred at Blue Hill Cemetery, a new **Order for Interment in Blue Hill Cemetery** needs to be signed by the decedent's representative.
- 2. A disinterment may be made upon written request to Blue Hill Cemetery with the consent of all lot owners or, if deceased, their descendants. The services of a licensed funeral director will be required if the remains are to be transferred out of Blue Hill Cemetery. The funeral director will be responsible for obtaining a removal permit from the Town of Braintree and submitting it to the cemetery. Blue Hill Cemetery assumes no liability for any damage that may be incurred to a casket, vault, liner, or urn while making the removal. If the outer burial container is not being transferred out of the cemetery, the funeral director will be responsible for making arrangements to have it removed from the cemetery.

# V. MEMORIAL RULES AND REGULATIONS

#### A. MEMORIAL OVERVIEW

Blue Hill Cemetery is designed as Monument Sections and Memorial Park Sections.
 Monument Sections require upright stone memorials. Memorial Park Sections require flat bronze markers.

- 2. Memorials must be in accordance with the cemetery's established specifications. An adequate description of an intended memorial from an outside contractor must be submitted to Blue Hill Cemetery for approval. If the specifications do not meet the cemetery's approved standards, the plan will not be approved.
- 3. No memorial will be allowed if there are unpaid charges due.
- 4. Blue Hill Cemetery will pour all foundations.
- 5. No memorial work of any kind (inscribed, cleaned, repaired, altered, or removed) will be allowed without prior approval and written consent of the lot owner.
- **6.** The cemetery reserves the right to reject and prevent the interment or construction of any memorial which does not conform with its **Rules and Regulations**.
- 7. Blue Hill Cemetery will not be held liable for any injury to persons caused by memorial work performed on behalf of the lot owner. Furthermore, the cemetery will not be responsible for defective workmanship of memorials or embellishments when those defects are a result of the manufacturer or by the actions of an independent contractor.

#### **B. MEMORIAL INSTALLATION AND FOUNDATIONS**

- 1. All markers or memorials will be installed by the cemetery on foundations built by the cemetery at the cost of the lot owner. The cemetery will assume responsibility for the proper construction of the foundation and the proper installation of markers and memorials. The cemetery will not be liable for any defective workmanship beyond reinterment or repair of such defective materials as have been furnished by the cemetery. All foundations will be of the size and material specified by the cemetery.
- 2. If the marker or memorial is purchased through the cemetery, the service and installation charge will be included in the purchase contract. The installation charge will be based on an amount per square inch of the marker or memorial as determined by the Board of Directors.
- 3. If the marker or memorial is purchased from an outside vendor and is approved by the cemetery, the charge for service and installation will be determined based on the square inch area of the marker and memorial and payable in advance of setting the marker or memorial.
- 4. In the event a marker or memorial of uninstalled size or shape is approved by the cemetery, the owner will pay the fair and reasonable cost of the special form required to construct the foundation of such marker or memorial and the charge for service and installation will be by special arrangement with the cemetery payable in advance of the work to be done.

5. The charges for building foundations and installation of all markers and memorials will be reasonable and uniform. No memorial may be installed until the charges due for installation have been paid in full.

#### C. FLAT BRONZE MARKER SPECIFICATIONS

LOT DESCRIPTION	LENGTH OF MARKER	WIDTH OF MARKER
Single Grave	28 inches	16 inches
Two Graves – Side by Side	44 inches	13 inches
Three Graves – Side by Side	44 inches	14 inches

- 1. Where a marker is used with four or more individual name plates attached, a separate permanent bronze vase unit approved by the cemetery may be used.
- 2. All individual markers must be rectangular in shape. No projection will be allowed except for the purpose of matching an existing installed marker with a projection (known as a "gooseneck").
- 3. The rules outlined above must be followed in each instance. Variation may be allowed only in exceptional circumstances and provided a request is submitted to the cemetery in writing. The Board of Directors reserves the right to accept or reject any such request.

### D. UPRIGHT MONUMENT SPECIFICATIONS

LOT DESCRIPTION	WIDTH OF LOT	
Two Graves – Side by Side	6 feet, 6 inches	
Length of Base – Maximum 3 feet / Minimum 3 feet Width of Base – Maximum 1 foot Combined Height of Base and Upright – Maximum 3 feet / Minimum 3 feet		
Three Graves – Side by Side	9 feet, 9 inches	
Length of Base – Maximum 4 feet / Minimum 3 feet Width of Base – Maximum 1 foot Combined Height of Base and Upright – Maximum 3 feet / Minimum 3 feet		
Four Graves – Side by Side	12 feet	
Length of Base – Maximum 5 feet / Minimum 3 feet, 6 inches Width of Base – Maximum 1 foot, 4 inches Combined Height of Base and Upright – Maximum 3 feet, 4 inches / Minimum 3 feet		
Five Graves – Side by Side	15 feet	

Length of Base – Maximum 6 feet / Minimum 5 feet
Width of Base – Maximum 1 foot, 6 inches
Combined Height of Base and Upright – Maximum 3 feet, 6 inches / Minimum 3 feet

Six Graves – Side by Side

18 feet

Length of Base – Maximum 8 feet / Minimum 5 feet, 6 inches
Width of Base – Maximum 1 foot, 6 inches
Combined Height of Base and Upright – Maximum 3 feet, 6 inches / Minimum 3 feet

Eight Graves - 2 Rows of 4 Side by Side

15 feet

Length of Base – Maximum 6 feet / Minimum 5 feet
Width of Base – Maximum 1 foot, 8 inches
Combined Height of Base and Upright – Maximum 3 feet, 8 inches / Minimum 3 feet

- 1. Slant monuments / markers are not allowed.
- 2. In Section 16, the base of all monuments is 1 foot wide maximum, and the upright is 8 inches wide minimum.
- 3. Special designs and memorials for lots larger than eight graves are not covered by the preceding information and must be submitted to the cemetery for approval.

# **VI. PRIVATE MAUSOLEUMS**

- **A.** Private Mausoleum Lots are available upon request and are priced accordingly. Before any private mausoleum and/or columbarium is erected, the proprietor must deposit a sum of money estimated by the cemetery sufficient to yield an income for the proper care of such structure in perpetuity.
- **B.** Blue Hill Cemetery will erect all foundations, weather permitting.
- **C.** All private mausoleums require a designated amount to be funded in advance of construction in order to provide for its future long-term care. The amount will be determined based on the materials and size of the structure.
- **D.** Keys to the Mausoleum must be provided to the Blue Hill Cemetery for maintenance and preparation of interments.

## **VII. COMMUNITY MAUSOLEUMS AND COLUMBARIUMS**

- **A.** No person other than Blue Hill Cemetery will open any crypt or niche.
- **B.** No person may remove or place anything inside a crypt or niche without express permission of the cemetery.

- **C.** No flowers, memorials or other items may be left on the ground in front of the garden crypts or niches. All such items will be removed and disposed of without notice.
- **D.** All items placed in approved wall mounted vases will be removed from time to time at the discretion of the cemetery.
- **E.** No markings may be made on any crypt or niche surface unless approved by the cemetery.
- **F.** Only permanent Urns will be allowed in a Niche Unit and subject to the approval of Blue Hill Cemetery.
- **G.** Fresh or silk flowers are allowed in the vase on the front of the crypt. Blue Hill Cemetery reserves the right to remove unsightly and inappropriate items. To avoid damage items may not be affixed with glue or tape to the front of the crypts or niches.

# **VIII. OUTSIDE CONTRACTORS**

All Outside Contractors must receive prior authorization by Blue Hill Cemetery regardless of the type or scope of the intended work before entering the premises and must agree to always conduct themselves in a respectful manner. All work is to be done in accordance with the **Rules and Regulations** of Blue Hill Cemetery. Blue Hill Cemetery will not be held liable for any injuries or damage that may occur because of said work. Blue Hill Cemetery further reserves the right to suspend the work of any outside contractor who does not comply with the aforementioned.

## IX. SUPPLEMENTARY CARE

Supplementary Care will include only those specific services set forth in Supplementary Care agreements with the lot owners. It may include the maintenance, repair or preservation of any memorial structure, the planting and cultivating of flowers, trees, shrubs in and around the cemetery, or any part thereof, and the filling and care of vases, special care of flower beds and the placing of floral decorations at Easter, Memorial Day, Christmas or at any other date requested, including the special care or ornamenting of any lot, section or building or any portion thereof, in said cemetery, or any other purpose or use not inconsistent with the purpose for which such cemetery was established or is being maintained.