

Fox Island Cemetery Association Policies and Procedures

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I. Introduction and Purpose. It is the desire of the Fox Island Cemetery Association to operate and maintain a cemetery that is beautiful, dignified and an appropriate final resting place for Fox Island residents.

- a) **Establishment of Policies and Procedures.** These Policies and Procedures are established and amended periodically by the Board of Trustees, pursuant to Article 10 of the By Laws of the Fox Island Cemetery Association and under the authority of Section 68.20.060 of the Revised Code of Washington (“RCW”) to define specific directions for use, operation, and maintenance of the Fox Island Cemetery. The Board of Trustees shall ensure that the Fox Island Cemetery is maintained in an honorable and dignified manner. In formulating these policies and procedures, the Cemetery Board of Trustees sought to balance Association Members’ freedom of choice with the preservation of those standards necessary to maintain the Cemetery’s beauty and efficiency. The Trustees sincerely hope that the members will assist us in this effort by adhering to these Policies and Procedures. We also will consider the Association Members’ comments and suggestions regarding general maintenance and operating procedures.
- b) **Applicable Law.** These Policies and Procedures are subject to applicable Washington State law.
- c) **Violations.** It is understood that any violation of these Policies and Procedures will be corrected at the Association Member’s expense.

II. Definitions. For the purpose of clarity and brevity, the following definitions shall apply throughout these Policies and Procedures.

- a) **Administration.** “Administration” shall mean the acts performed by the Fox Island Cemetery Association’s Board of Trustees.

- b) **Annual Meeting.** “Annual Meeting” shall mean the meeting of the Fox Island Cemetery Association held annually as set by the Board of Trustees.
- c) **Association Member.** “Association Member” and “Member” shall mean a plot and/or niche owner.
- d) **Block.** “Block” is a section on the official maps of the cemetery.
- e) **Board of Trustees.** “Board of Trustees” shall mean the membership of the Fox Island Cemetery Association Board of Trustees.
- f) **Burial Space or Burial Plot.** “Burial Space” and “Burial Plot” shall mean a single space of ground approximately five feet by nine feet by seven feet in dimension within the cemetery which may accommodate one (1) of the following:
 - i) Two (2) stacked sectional concrete vaults designated for the interment of one (1) body each.
 - ii) One (1) sectional concrete vault designated for the interment of one (1) body and three (3) urn vaults designated for one (1) interment each (for a maximum interment of one (1) body and three (3) urns).
 - iii) Four (4) urn vaults designated for one (1) interment each (for a maximum interment of four (4) urns).
- g) **Cemetery.** “Cemetery” shall mean the burial park for earth burials and interments located on Fox Island, Washington and administered by the Fox Island Cemetery Association’s Board of Trustees.
- h) **Corporate Seal.** “Corporate Seal” shall mean the circular die stating “Fox Island Cemetery Association, Sylvan, Washington, 1910”; the impressions of which, upon a

paper document duly executed and attested by the president and secretary of the Board of Trustees, shall constitute the seal of the Fox Island Cemetery Association.

- i) **Interment.** “Interment” shall mean the permanent disposition of the remains of a deceased person into a burial space or plot in the earth, or a niche within a columbarium.
- j) **Lot.** “Lot” shall mean a group of eight (8) plots as set forth on official maps of the cemetery.
- k) **Memorial or Marker.** “Memorial” and “Marker” shall mean any permanent monument, tablet or headstone set above the ground to mark the location of a Burial Plot.
- l) **Niche.** “Niche” is a designated section of the columbarium.
- m) **Designated Custodian.** “Designated Custodian” shall mean a person selected by a Member (or the Member’s court-ordered guardian or heir) to represent the Member’s interests through exercising the Member’s voting rights.
- n) **Quorum.** “Quorum,” with respect to Association Members, shall mean the greater of ten (10) members or ten (10) percent of the Association membership, including, when applicable, duly-received proxies. “Quorum,” with respect to the Board of Trustees, shall mean four (4) Trustees.

III. Meetings.

- a) **Annual Meeting.** The Annual Meeting, as defined in Article 2 Section 2.02 of these Policies and Procedures, shall be held each year on the Saturday preceding the Memorial Day holiday at the Fox Island Museum on Fox Island, Pierce County, Washington at the time specified in the Notice of Annual Meeting, or on such other date, at such other place as specified in the Notice of Annual Meeting. The Notice of Annual Meeting shall be

sent by mail via the United States Postal Service no later than thirty (30) days prior to the date set for the Annual Meeting.

- b) Notice of Annual Meeting.** The Notice of Annual Meeting shall be sent to the last known address of each Association Member or his or her Designated Custodian. An Association Member shall be responsible for notifying the Association in writing of a change of mailing address. The Notice of Annual Meeting shall be accompanied by a proxy form and a request for donation. Each Association Member, or his or her designated contact, may vote either in person or by proxy.
- c) Continuity of Trustees.** In case of failure to hold an Annual Meeting or failure to elect Trustee(s) at the Annual Meeting, the Trustees then in office shall continue to act until their successors are duly elected.
- d) Quorum of Members.** A Quorum of Association Members shall be required to transact business at an Annual Meeting or special meeting. Completed proxy forms shall be counted in order to establish a Quorum. However, in the event that a Quorum is not established at two consecutive Annual Meetings, the Association Members present at the second meeting, in person or by proxy, shall constitute a Quorum for that meeting only.
- e) Quorum of Trustees.** A Quorum of the Board of Trustees shall be required to transact business at an Annual Meeting or special meeting.
- f) Proxies.** An Association Member may vote by proxy at an Annual Meeting or special meeting, provided that such proxy is signed and received by the Secretary (either by mail or personal delivery) at or before the meeting for which it is executed.

IV. Board of Trustees

a) Composition of the Board of Trustees. The Fox Island Cemetery Association Board of Trustees shall have seven (7) members, comprised of the President, Vice President, Secretary, Treasurer, Sexton, and two (2) Trustees-at-Large.

b) Trustee. Trustees make up the governing body of the Fox Island Cemetery Association. A Trustee may also be known as an officer and/or board member. No Trustee shall be permitted to solicit orders or receive any compensation whatsoever for the sale of monuments to Association Members. The responsibilities of a Trustee include, but are not limited to, the following:

- Attend all Association and/or Board meetings
- Be informed about the Association's mission, services, policies and programs.
- Review the agenda and any supporting materials prior to all meetings.
- Volunteer to serve on committees.
- Volunteer for special assignments.
- Suggest potential nominees qualified for the Board of Trustees to the Board leadership, including the President and Vice President.
- Assist in carrying out the Board's fiduciary responsibilities by, among other things, reviewing the Association's annual financial statements.
- Meet with potential Members at the Cemetery to show available plot(s)/niche(s).

c) Election of Trustees; No Term Limits. A Trustee shall be elected by ballot at an Annual Meeting to fill each vacancy caused by the end of a Trustee's three (3) year term. A Trustee may be reelected at the Annual Meeting following the expiration of his or her term, such that, if reelected, a Trustee may hold successive terms of office. There shall be no limits on the number of terms a Trustee may hold.

- d) **Term of Office.** Each Trustee shall perform the usual duties of his or her respective office for a three (3) year term or until his or her successor has been duly elected.
- e) **Removal.** The failure of any Trustee to attend two (2) consecutive Annual Meetings may be cause for removal. Upon a Trustee's absence from a second consecutive Annual Meeting, any Trustee in attendance at that meeting may move for a vote to remove the absent Trustee. Removal requires a majority vote by the Trustees in attendance.
- f) **Vacancy.** When a Trustee resigns, dies, or is removed from the Board of Trustees, Board of Trustees may declare by resolution that the office of such Trustee is vacant. A vacancy on the Board of Trustees occurring by reason of death, resignation, or removal shall be filled by election by ballot at the next Annual Meeting following the vacancy. However, the Board of Trustees may temporarily fill such vacancy with an Association Member chosen by election by ballot of the remaining Trustees until the next Annual Meeting.
- g) **President.** The responsibilities of the President include the responsibilities of a Trustee (*see above*) as well as the following:
- Convene and chair regularly-scheduled meetings of the Board of Trustees.
 - Convene and chair special meetings of the Board of Trustees when necessary.
 - Act as primary spokesperson for the Association.
 - Work with other members of the Board of Trustees to make sure that Association policy, procedures, and Board resolutions are carried out.
 - Assist the Secretary in preparation of all meeting agendas.
 - Actively recruit new qualified nominees for possible election to the Board of Trustees.
 - Consult periodically with other members of the Board of Trustees to ensure that the

responsibilities of the Board are being successfully carried out and provide assistance when necessary.

- Cosign (along with the Treasurer) any check for \$1,000.00 or more.

h) **Vice President.** The responsibilities of the Vice President include the responsibilities of a Trustee (*see above*) as well as the following:

- Be prepared to perform the duties of the President in his or her absence.

- Carry out special assignments at the request of the President.

i) **Secretary.** The responsibilities of the Secretary include the responsibilities of a Trustee (*see above*) as well as the following:

- Maintain all Board records and ensure the accuracy and safety of all Board records.

- Prepare and review Board of Trustees meeting minutes.

- Serve as the chairperson of meetings of the Board of Trustees in the absence of the President and Vice President.

- Provide timely notice of meetings of the Association, the Board of Trustees, and any committee when such notice is required.

- Issue certificates of title.

- Record certificates of title in Cemetery registry.

j) **Treasurer.** The responsibilities of the Treasurer include the responsibilities of a Trustee (*see above*) as well as the following:

- Maintain an understanding of financial accounting for nonprofit organization.

- Make a report at the Annual Meeting.

- Make financial information available to members of the Board of Trustees and Association Members upon request.

- Serve as the financial officer and bookkeeper of the Association, including assuming responsibility for invoices, bank statements, checks, investments and cash accounts.
- Write checks.
- Sign checks, although a check for \$1,000.00 or more shall require the signatures of *both* the President and the Treasurer.

k) **Sexton.** The responsibilities of the Sexton include the responsibilities of a Trustee (*see* above) as well as the following:

- Ensure compliance with all applicable laws and regulations governing burials/interments at the Fox Island Cemetery, including but not limited to those of the state of Washington and the county of Pierce.
- Locate and mark burial sites to be opened.
- Supervise the excavation and closing of burial sites.
- Provide the Secretary with a completed Interment Memorandum for each interment or inurnment.
- If the Sexton is unavailable, another member of the Board of Trustees may act in his or her place.

V. Members; Privileges and Responsibilities.

a) Every owner of at least one Burial Plot or Niche in the Cemetery, by reason of such ownership, shall become and remain a member of the Fox Island Cemetery Association for the duration of such ownership and shall be entitled to one (1) vote at any meeting of the Association. Ownership of more than one Burial Plot and/or Niche *does not* entitle a Member to additional votes; all Members are limited one (1) vote.

- b) The purchase of Burial Plots and/or Niches in the Cemetery shall be limited to Fox Island residents and their descendants. Any exception must be approved by a majority vote of the Board of Trustees.
- c) Lineal descendants of Members wishing to be interred or inurned in the Cemetery must provide written permission from the Member or his or her Designated Custodian.

VI. Deed.

- a) The Deed for a Burial Plot or Niche, these Policies and Procedures, and any amendments thereto shall be the sole agreement by and between the Fox Island Cemetery Association and the Member. Any reference to these Policies and Procedures in the Deed shall have the same force and effect as if these Policies and Procedures are set forth fully therein.

VII. Sale of Burial Plots and Niches to Members.

- a) **Selecting the Site.** When an individual expresses interest in purchasing a Burial Plot or Niche in the Cemetery, an initial visit shall be arranged with the President, Sexton, or another Trustee. The Trustee who meets with the potential member shall determine which Burial Plots and Niches are available for purchase prior to that meeting.
- b) **Cost to Member of Burial Plots and Niches.** The Board of Trustees may determine the purchase price for a Burial Plot or Niche in the Cemetery. The cost shall be consistent with the current value of the Burial Plot or Niche, as determined by, among other things, market factors such as pricing in cemeteries in comparable communities.
- c) **Purchase of Burial Plot(s) and Niche(s).** Upon purchase of Burial Plot(s) or Niche(s), the new Member is given a copy of these Policies and Procedures and a notarized Deed, which is recorded by the Secretary in the registry of the Cemetery.

d) **Conveyance of Burial Plots and Niches.** Every conveyance of a Burial Plot or Niche in the Cemetery shall be made by deed. Deeds shall be impressed with the Corporate Seal, and then executed by the President and the Secretary before a duly-appointed Notary Public. Such conveyances shall grant only perpetual use of the Burial Plot or Niche for purposes of burial or interment, subject to the laws of the state of Washington, the county of Pierce, and the By-Laws and Policies and Procedures of the Association.

VIII. **Transfer of Plots and Niches to the Fox Island Cemetery Association.** The following provisions set forth the procedures to be followed when a plot/niche owner wishes to sell back his or her plot/niche to the Fox Island Cemetery Association.

- a) **Cost to Association of Burial Plots and Niches.** The Board of Trustees may determine the purchase price for a Burial Plot or Niche that is to be sold back to the Fox Island Cemetery Association.
- b) **Return of Deed.** After the purchase price for the Burial Plot or Niche is determined, the seller shall be notified of such price. If the seller agrees to the price, the original deed for the plot/niche shall be returned to the Secretary. The Secretary shall notify the Treasurer upon receipt of the original deed, at which time the Treasurer shall send the agreed-upon sum to the seller. If the original Deed cannot be located, the seller must notify the Secretary, provide the Secretary with a notarized letter stating the original Deed is unavailable, and execute a quit claim deed intended to supersede the original Deed.
- c) The original deed, or a copy of the notification letter along with the quit claim deed, shall be placed in the Fox Island Cemetery Association records.
- d) The official map of the Cemetery shall be modified to reflect that the Burial Plot or Niche is available for sale.

IX. Interment.

- a) **Interment.** When an officer of the Board of Trustees receives a communication from an Association Member or a Designated Custodian requesting interment in a plot owned by that Association Member, that Trustee shall notify the Sexton.
- b) **Memorandum.** The Sexton shall fill out an Interment Memorandum and deliver it to the Secretary.
- c) **Plot Opening Fee.** The sexton shall collect the plot opening fee.
- d) **Plot Opening and Closing.** The Sexton shall locate and mark the boundaries of the plot prior to meeting with the Association Member, their Designated Custodian, or a mortuary representative. The Sexton shall coordinate grave digging with the mortuary.
- e) **Placement of Monument or Headstone.** The Association Member, their designated Custodian, or a mortuary representative shall coordinate with the Sexton for the placement of any monument or headstone.
- f) **Grass.** The Sexton shall thereafter spread grass seed over the burial site.

X. Inurnment.

- a) **Inurnment.** When an officer of the Board of Trustees receives a communication from an Association Member or a Designated Custodian requesting inurnment in a niche owned by that Association Member, that Trustee shall notify the Sexton.
- b) **Memorandum.** The Sexton shall fill out an Interment Memorandum and deliver it to the Secretary.
- c) **Plot or Niche Opening Fee.** The sexton shall collect the plot opening fee, in the case of urn placement in a Burial Plot, or the niche opening fee, in the case of urn placement in a Niche.

- d) **Plot Opening and Closing.** If inurnment is to occur in a Burial Plot, the Sexton shall locate and mark the boundaries of the plot and then prepare the hole for the urn. However, if the Association Member, their Designated Custodian, or a mortuary representative wishes to prepare the Burial Plot of inurnment, they may do so with prior written permission of the Board of Trustees. On the day of the inurnment, the Sexton shall close the inurnment hole and assure that the fill in the hole is adequately packed down.
- e) **Placement of Monument or Headstone.** The Association Member, their designated Custodian, or a mortuary representative shall coordinate with the Sexton for the placement of any monument or headstone.
- f) **Grass.** The Sexton shall thereafter spread grass seed over the burial site.

XI. Funerals.

- a) **Timing of Funerals.** Funerals may be held between 9 a.m. and 7 p.m. All funerals must be respectful of the Cemetery.
- b) **Nuisance.** Funerals must not involve amplification that causes a nuisance to surrounding homes.

XII. Cemetery Restricted to Human Remains. Burials, interments and inurnments shall be restricted to human remains. Exceptions may be made with prior written approval of the Board of Trustees.

XIII. Disinterment and Disinurnment.

- a) **Permanency.** Internments and inurnments in the Cemetery are considered permanent. Disinternment and disinurnment only shall be permitted in narrow circumstances as set

forth herein. Any other disturbance or removal of human remains shall be reported to the appropriate legal authorities pursuant to RCW 68.50.140 and any other applicable law.

- b) **Court Order.** Disinterment or disinterment may be accomplished by court order, shall be done at the expense of the Association Member, his or her Designated Custodian, or as otherwise provided by court order, and performed only by a licensed contractor and in the presence of a licensed mortician.
- c) **Written Permission.** Disinterment or disinterment may be accomplished by written permission from the Board of Trustees. Such permission shall be granted in narrow circumstances. Requests for permission shall be made in writing, and shall only be granted in compliance with all applicable law, including RCW 68.50.200.
- d) **Burial Plot or Niche Opening/Closing Fee.** Any re-opening or closing of a grave, inurnment, or niche requires an additional charge which must be paid in full before the service is performed.
- e) **Re-openings and closings.** All re-openings and subsequent closings of cremation or casket burials shall be performed by a licensed contractor and in the presence of a licensed mortician, or by a representative of the Cemetery.

XIV. Monuments and Markers.

- a) **Notice to Contractors.** An Association Member or Designated Custodian is responsible for providing notice to any and all contractors hired by that Association Member or Designated Custodian of these Policies and Procedures and the contractor's potential liability hereunder.
- b) **Erection of Monuments and Markers.** Request for monument installation must be provided to the Sexton at least 48 hours prior to installation. All persons erecting

monuments or other structures, or doing work of any kind, must only place materials or tools on the plot on which the work is being performed. All materials or tools must be removed from the ground in a timely fashion. All such labors must be completed as soon as possible after entering the Cemetery, and all debris removed at once, under the direction and supervision of the Sexton. In the event of a failure to remove debris, the Sexton will remove such debris at the expense of the plot owner or contractor who shall be jointly and severally responsible.

- c) **Conformity of Monuments.** All contractors agree to set monuments in conformity with Cemetery requirements and in accordance with the standards and practices of the trade.
- d) **Liability for Damage.** Contractors shall be liable for any damage done by them to other monuments, grass, trees and other foliage, and shall at all times be subject to control and direction of the Sexton or other Trustee.
- e) **Advertising Prohibited.** Contractors are prohibited from any form of advertising within the limits of the Cemetery, including but not limited to names or other trade symbols on monuments and signs.
- f) **Disclaimers of Association Liability.** The Fox Island Cemetery Association will assume no responsibility for incorrect placement of headstones or monuments. Any changes to or movement of headstones or monuments must be done at the expense of the Association Member. The Association disclaims any and all liability for any damage done to headstones or monuments as a result of such movement. Further, the Fox Island Cemetery Association will exercise ordinary care to protect headstones and monuments, including raised lettering, carving or ornamentation thereon. However, the Association disclaims any and all liability for injury thereto.

- g) **Materials.** All monuments and headstones must be constructed of granite, standard bronze, marble, or like material, and set upon a foundation as required herein. No monuments or headstones may be constructed of wood, iron, plaster ferrous, cement, limestone, soapstone, artificial stone, sleet, or metal composition. The use of tiles, bricks, gravel, crushed rock, oyster shells, cinders or other material on any plot in the Cemetery is strictly forbidden without the prior written approval of the Board of Trustees. In the event that such materials are used without the prior written approval of the Board of Trustees, they may be removed by the Fox Island Cemetery Association without notice to, and at the expense of, the Member responsible for their placement.
- h) **Prohibition on Borders, Etc.** No hedging, grave mounts, borders, or closure slabs or walks of any kind may be built on any plot in the Cemetery without prior written approval of the Board of Trustees.
- i) **Foundation.** The bottom of every stone should be dressed to an even level bed so that they will stand plumb, resting firmly in level horizontally on the foundation which will be made of concrete. All joints shall be sealed against moisture with non-staining material.
- j) **Monument Size.** Markers, monuments, headstones and gravestones (“Markers”) shall not be any wider than the width of a single Burial Plot. Markers must be placed horizontally within the boundaries of the plot, lying flat upon the ground. Exceptions, such as those markers provided by the military, must be approved in advance by the FICA Board of Trustees.
- k) Any furnishings or structures that are deemed unsafe by the Board of Trustees or interfere with grass cutting or maintenance operation by the Sexton shall be removed after prior written notice is given or attempted to be given to the Association Member or

Designated Custodian by the Secretary. Notice shall be provided by first-class mail and sent to the last known address of record of the Member. The Association Member or his or her Designated Custodian shall have fourteen (14) days after the notice is postmarked to remove the monument.

XV. Plants and Shrubs.

- a) **Cemetery Plantings and Foliage.** The Cemetery does not permit the planting of flowers, foliage, trees or shrubs on Cemetery property without prior written approval.
- b) **Association Plantings.** The Fox Island Cemetery Association shall undertake to maintain, to the extent practical, the planting of trees and shrubs as well as the preservation and maintenance of landscape features but does not undertake maintenance of individual plantings on plots.
- c) **Disclaimer of Association Liability for Plantings.** The Fox Island Cemetery Association shall not be liable for plantings damaged by the elements, thieves, vandals, or by other causes beyond the Association's control.
- d) **Disclaimer of Association Liability for Floral Arrangements.** Cemetery shall not be liable for floral pieces, baskets, or for any frame to which such floral pieces are attached, beyond the acceptance of such floral pieces for Cemetery services held in the Cemetery.
- e) **Removal of Floral Arrangements and Plantings.** The Fox Island Cemetery Association shall have the authority to remove all floral signs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the Cemetery without notice as soon as, in the sole judgment of the Fox Island Cemetery Association, they become unsightly, dangerous, detrimental, or diseased. In any case, flowers and floral pieces shall be removed after two (2) weeks without notice.

- f) **Noxious Weeds.** No one may plant any species of plant within the Cemetery that is classified as a “noxious weed” by the Pierce County Noxious Weed Control Board or the Washington State Noxious Weed Control Board.
- g) **Permanent Containers.** Permanent containers must be part of the marker or cast into the cement foundation.
- h) **Artificial Flowers.** Artificial flowers are permissible if placed in a permanent container. The location and use of such flowers shall be subject to the policies and procedures set forth herein. Artificial decorations shall not be allowed on sodden areas from April 1 to October 31 except during the Memorial Day, Veterans Day, or Fourth of July holidays, with the exception that artificial flowers may be placed in permanent containers.
- i) **Freshly Cut Flowers.** Freshly cut flowers are permitted in permanent containers throughout the year.

XVI. Waiver; Immunity. All Members agree to indemnify and hold harmless the Fox Island Cemetery Association, its officers, employees, agents, and all independent contractors, against any costs, damages, fines, penalties and expenses which may arise from the use of the Cemetery premises or on account of damage to personal property or injury or death of any person, resulting from the use or maintenance of Cemetery premises, including the work, acts or omissions of its officers, agents, employees, contractors, subcontractors, or operators. The purchase of a Burial Plot or Niche constitutes a waiver by the purchasing Member of any rights to sue the Fox Island Cemetery Association for any negligence, nonfeasance, misfeasance, or malfeasance.

XVII. Amendments. These Policies and Procedures may be amended by approval of the Board of Trustees without notice to the Association Membership.