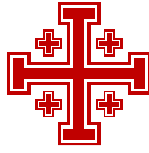


*The Episcopal Church of the*

## **Holy Cross**



### **Memorial Garden**

# **Statement of Policy**

This Statement of Policy is made effective as of \_\_\_\_\_, by the Rector and Vestry of The Church of the Holy Cross.

WHEREAS, Holy Cross desires to construct, own, operate and maintain a memorial garden, to include a columbarium, on its grounds (“Memorial Garden”) for the purpose of providing a place for spiritual contemplation in remembrance of the deceased;

WHEREAS, the use of the Memorial Garden shall be available to current and former members of Holy Cross and their families and such other persons as the Rector and the Peoples Warden shall from time to time determine, in each case, upon such financial and other terms and conditions as they shall from time to time establish; and

WHEREAS, Holy Cross desires the proceeds of the gifts, grants and fees paid toward the construction and use of the Memorial Garden, and the columbarium therein, be used exclusively to defray the cost of the construction of the Memorial Garden and provide a perpetual fund, the income of which shall be used to maintain the Memorial Garden, and surrounding grounds, and possibly to provide funds for its future expansion.

IT IS HEREBY DECLARED:

1. **Memorial Garden.** Holy Cross shall build, own operate and maintain the Memorial Garden on a portion of its grounds as determined by the Rector and Vestry. It shall provide space and facilities and be use for the interment of human ash remains and to memorialize the deceased.
2. **Use of Memorial Garden.** The right to use niches in the columbarium may be granted to existing and former members of Holy Cross and their families and such other persons as the Rector and Peoples Warden may from time to time determine, in each case, subject to the following:
  - a. No person shall acquire ownership of any Niche or any other part of the Memorial Garden, nor shall the right to use a Niche be construed to be an interest in real estate; and
  - b. The right granted to any person to use a Niche shall terminate when:

- i. Holy Cross no longer owns the property on which the Memorial Garden is located unless the successor owner agrees to continue to maintain and operate the Memorial Garden, or
    - ii. The present church building is demolished and the Rector and Vestry, in their discretion, determine it is not feasible to continue to maintain the Memorial Garden, or
    - iii. An unforeseen change of circumstances occurs as, in the opinion of the Rector and the Vestry makes it not feasible to maintain the Memorial Garden.
    - iv. If the right to use Niches terminates, each person granted the right to use a Niche, or his or her legal representative, surviving spouse or next of kin shall be given a reasonable opportunity to remove the remains contained in such Niche. If, upon reasonable notice, such remains are not removed, Holy Cross shall have the right to remove and dispose of the same in such manner as it shall deem proper.
  - c. Other than its normal accountability in maintaining designated funds. Holy Cross shall have no obligation to account to persons paying fees for the right to use Niches for the use of such fees or any other funds held pursuant to the Statement of Policy.
  - d. The right to use a niche is personal, owned exclusively by the person to whom it is granted. That person may not sell, transfer, encumber, or otherwise convey that right or any interest therein, to a third party unless he or she first offers it to Holy Cross in writing at its current value, or the price paid by the grantee, whichever is less. If Holy Cross does not purchase that right within thirty (30) days of receipt of such offer, the grantee may then offer it to a third party, provided that: (1) such third party is a current or former member of Holy Cross; (2) such person is acceptable to the Rector and Peoples Warden; and (3) the terms and conditions of such offer are consistent with the terms and conditions of this Policy and acceptable to the Rector and Peoples Warden.
3. **Construction fund.** Holy Cross shall, as determined from time to time by the Rector and Vestry, place all or a portion of all fees paid for the use of Niches in a separate fund to be known as the “Holy Cross Memorial Garden Construction Fund”. The Holy Cross Memorial Garden Construction Fund shall be used solely for the purpose of defraying the cost of design and construction of the Memorial Garden, including reimbursing Holy Cross for any advances for such costs. When the total construction cost of the Memorial Garden has been paid and all advances reimbursed, and funds remaining in the Holy Cross Memorial Garden Endowment fund and the Holy Cross Memorial Garden Construction Fund shall cease to exist.
4. **Endowment fund.** A separate fund to be known as the “Holy Cross Garden Endowment Fund” shall be established. Subject to Section 3, all gifts, grants and fees paid for use of Niches shall be placed in the Holy Cross Memorial Garden Endowment Fund. The principal and income of the Fund shall be used by Holy Cross

for the improvement and maintenance of the Memorial Garden and surrounding grounds and for no other purpose except as set forth in this Statement of Policy.

5. **Fund Investments.** Holy Cross Memorial Garden Construction Fund assets and Holy Cross Garden Endowment Fund assets shall be invested and reinvested by the Vestry functioning as a committee pursuant to RCW 24.44.040 in accordance with the Uniform Management of Institutional Funds Act (RCW 24.44). The Vestry shall have the sole right to exercise all powers to acquire, hold, manage, operate, let lease, sell and convey such Fund assets, and to reinvest the same. In investing and reinvesting such assets, the Vestry shall have all powers permitted by law.
  
6. **Termination of Endowment funds.** Upon termination of rights to use Niches as provided in Section 2, all funds and other assets held in the Holy Cross Memorial Garden Construction Fund and the Holy Cross Memorial Garden Endowment Fund shall be disposed of as follows:
  - First**, to pay any unpaid construction costs of the Memorial Garden;
  
  - Second**, to make any necessary repairs to the Memorial Garden if appropriate under the circumstances as determined by the Rector and the Vestry; and
  
  - Third**, the balance shall be disbursed for such religious, charitable or other eleemosynary purposes of Holy Cross as determined by the Rector and the Vestry; provided, no funds or other assets held in the Holy Cross Memorial Garden Construction Fund or the Holy Cross Memorial Garden Endowment Fund shall inure to, or be used for, the benefit of any Rector, Warden, vestry person or other official or member of Holy Cross for profit (except that reasonable compensation may be paid for services rendered in the fulfillment of the purposes of either the Holy Cross Memorial Garden Construction Fund or the Holy Cross Memorial Garden Endowment Fund during the term of, or upon termination of, either the Holy Cross Memorial Garden Construction fund of the Holy Cross Memorial Garden Endowment Fund).
  
7. **Rules and Regulations.** The Rector and Vestry of Holy Cross may adopt such rules and regulations concerning use, operation, and maintenance of the Memorial Garden and columbarium as they deem advisable. Such rules and regulations, and such use, operation and maintenance shall in compliance with the provisions of Ch. 68.28 R.C.W. and any other applicable laws and regulations.
  
8. **Amendments.** This statement of Policy may be amended from time to time or terminated by the vote of the Rector and the Vestry.