

Preamble

To ensure the sacred character of the diocesan cemeteries operated by the Diocese of St. Augustine in accord with the mind and traditional practice of the Church and to establish and maintain good order, the following Rules and Regulations are in effect.

Formal Adoption and Subjection

For the mutual protection and benefit of “Right to Inter” holders in the diocesan cemeteries of the Diocese of St. Augustine, the Management of said cemeteries under the direction of the Most Reverend Bishop of the Diocese of St. Augustine hereby adopts the following rules and regulations. All “Right to Inter” holders, and persons within the Cemeteries, and all lots (plots) shall be subject to said rules and regulations and such amendments or alterations thereof or additions thereto as shall be adopted by the Management of Diocese of St. Augustine Catholic Cemeteries from time to time; and the reference to these rules and regulations in the documents conveying the right of interment shall have the same force and effect as if set forth in full therein.

Definitions

Article I

1-A. The term “Management” shall herein mean the person or persons duly appointed by the Ordinary of the Diocese of St. Augustine for the purpose of conducting and administering the cemeteries operated by the Diocese of St. Augustine Catholic Cemeteries.

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

1-C. The term “Cemetery” shall herein mean all the property for earth burials, niche inurnments, crypt entombments and any other form of disposition of final remains.

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

1-E. The term “Lawn Crypt” shall mean any container which is pre-constructed and buried in such designated space in the cemetery used, or intended to be used, for the burial of human remains and accessible only from the top by removal of the earthen cover.

1-F. The term “Niche” shall herein mean the space provided in a Columbarium, Mausoleum building, or other structure specifically designated by size used, or to be used for the inurnment of cremated remains.

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

1-H. The term “Interment” shall herein mean full-body burial under the ground.

1-I. The term “Entombment” shall herein mean full-body burial above ground in a mausoleum crypt.

1-J. The term “Inurnment” shall herein mean burial of cremated remains.

1-K. The term “Burial” shall herein mean any interment, entombment or inurnment.

1-L. The term “Lot (Plot)” shall include and apply to a single grave, niche, lawn crypt or crypt, and/or adjoining graves, niches or crypts.

1-M. The term “Right to Inter Holder (s)” shall herein include a person or persons who have purchased interment, inurnment or entombment rights, or who hold same by right of inheritance or transfer.

1-N. The term “Memorial” shall include monument, tombstone, headstone, grave marker, slab or tablet, or inscription on crypt or niche front or fronts, for one or more deceased persons.

1-O. The term “Surrender” shall herein mean unused graves or lots (plots) can be sold back to the cemetery for the amount originally paid less an administrative fee.

Remainder of this page reserved.

Purpose of Cemetery (ies)

Article II

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

Admission to Cemetery (ies)

Article III

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

Arrangements for Burials

Article IV

4-A. The Management shall have the right to request those wishing to select a lot (plot) or arrange for an interment, entombment or inurnment, to call or visit at the Cemetery Office no less than 48 hours before burial to complete arrangements before closing time of such Cemetery Office. If a Funeral Director or other Agent is representing the "Right to Inter" holder, the arrangements made by the agent with Management are binding on said "Right to Inter" holder.

4-B. No organizations, except those approved by the Ordinary of the Diocese will be permitted to conduct services in any cemetery. Masonic Rites are not permitted.

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

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

Burial Procedures

Article V

5-A. All funerals shall be subject to and comply with the directions of management while they are within the cemetery.

5-B. A Burial Transit Permit or Cremation Certificate for each funeral from the city, borough, or township authority having jurisdiction of the matter must be presented to the Management before burial is completed.

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

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

5-E. The inurnment of cremated remains will be permitted only in accordance with the provisions of Canon Law and Diocesan Statues. Cremated remains must be sealed in an appropriate receptacle (urn vault or convertible vault) and may not be scattered within the cemetery.

5-F. No disinterment or removal shall be allowed except with permission of Management and a "Request for Disinterment" filed by the right to inter holder or next of kin with proper legal procedure. In certain cases, at the discretion of the Management, permission from the Chancery of the Diocese of St. Augustine may be required.

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

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

5-I. Besides subject to the rules and regulations, all burials, disinterment's, and removals shall be subject to the orders and laws of the properly constituted authorities of the city, county, state and federal governments including the Regulation of the Department of Health.

5-J. Only persons employed by Diocese of St. Augustine Catholic Cemeteries and only equipment owned by said organization shall be used in making burials, disinterment's, or removals, unless the Management makes other arrangements.

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

5-L. Cemetery personnel will not be held responsible for damage or injuries occurring when they set, seal, or maintain niche or crypt doors.

5-M. Management reserves the right to limit the number of individuals attending a funeral in times of crisis, national disasters, state of emergencies or any other event which could cause harm to individual safety or health.

Remainder of this page reserved.

Correction of Errors

Article VI

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

Instructions to Right to Inter Holders

Right to Inter Holders' Rights

Article VII

7-A. Persons arranging for burials should call or visit the Cemetery where the Management will aid them in making the necessary arrangements.

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

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

7-D. All grave interments shall be made with concrete outside liner or burial vault constructed in accordance with specifications determined by the Management. Variations of the aforementioned must be deemed appropriate and approved by the Management.

7-E. The Management reserves the right to permit or authorize the burial of more than one human remains in one crypt, niche, or grave.

7-F. Burial of non-Catholics will be permitted in the cemeteries under the conditions required by the regulations of the Diocese of St. Augustine.

7-G. The use of lot (plot) is for the right to inter holder or right to inter holder's relatives for burial only and not for resale or profit. Unused graves or lots (plots) may be surrendered back to the Diocese of St. Augustine Catholic Cemeteries by filing a "Surrender Agreement" in the cemetery office and will receive the amount of money paid for the unoccupied lot (plot) less an administration fee.

7-H. In the event of death of a right to inter holder, any and all privileges of the right to inter holder shall pass to right to inter holder's family in the following manner:

1. The spouse of the right to inter holder of any lot (plot) containing more than one burial space has a vested right of burial of his/her remains in the lot (plot), which right may terminate upon divorce.
2. If the right to inter holder shall have filed written instructions at the Cemetery Office as to which member or members of his/her family shall succeed to the rights of said lot (plot), said instructions will be recognized by Management, and will be followed if in the judgement of said Management such instructions are definite, reasonable, and practical, subject, however, to a vested right of burial of the surviving spouse.
3. If no valid or sufficient written instructions shall have been filed, or if valid and sufficient instructions are in conflict with a later will, and the right to inter holder has left instructions in said will, duly admitted to probate in a court having jurisdiction thereof, (subject, however, to a vested right of burial of a surviving spouse), such instructions shall control, provided they are not in conflict with Cemetery Rules and Regulations and provided the Cemetery is furnished with proof of the same.
4. In the absence of valid and sufficient instructions filed by the right to inter holder or a duly probated will, the rights of burial shall devolve upon those entitled to succeed thereto under the intestate laws of the State of Florida.
5. In a conveyance to two or more persons as joint tenants, each tenant has a vested right of burial in the lot (plot) conveyed. Upon the death of a joint tenant, the right to inter to the lot (plot) held in joint tenancy immediately vests in the surviving joint tenant or

tenants, subject to the vested right of burial of the remains of the deceased joint tenant and the surviving spouse of the deceased joint tenant.

6. An affidavit by a person having knowledge of the facts setting forth the fact of the death of the right to inter holder and the name of the person or persons entitled to the use of the lot (plot) is complete authorization to the Management to permit the use of the unoccupied portion of the lot (plot) by the person entitled to the use of it.
7. To preserve the active nature of the cemetery, any interment space will be deemed abandoned when an owner of unused burial rights has failed to provide the cemetery with a current residence address for a period of 50 consecutive years and the cemetery is unable to communicate by certified letter with said owner of unused interment space for lack of address, per Florida Statute, or per the terms of the original contact, whichever is longer in duration, or if no unrelinquished right exists in relation to a particular space. Any space deemed abandoned may be reclaimed by the cemetery and disposed of as the cemetery sees fit.
8. The Right to Inter Holder (s) can file a Grave Assignment which will assign an individual to a select grave the Right to Inter (s) Holder owns the Rites too. Once the Right to Inter Holder (s) is deceased, the Grave Assignment can't be altered or changed.

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

7-J. No Coping, curbing, fencing, hedging, borders, rocks, or enclosures of any kind shall be allowed around the lot (plot) or around any grave unless specified in the Flower and Décor section of the Rules and Regulations. The Management reserves the right to remove the same, without notice, if so erected, planted or placed.

7-K. Granite or marble slabs are not permitted on grave spaces.

Remainder of this page reserved.

Service Charges and Payments

Article VIII

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

8-B. Any indebtedness due for work performed on a lot (plot) must be paid before a burial in the lot (plot) may be made, or before any memorial may be erected.

8-C. The Management shall have the right to determine the payment schedule toward the purchase of any service or product.

Right to Replat

Article IX

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

1. To re-survey, enlarge, diminish, replat, alter in shape or size or otherwise to change all or any part or portion of any 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 (plot) is preserved or is allocated to the right to inter holder.

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

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

No Easement Granted

Article X

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

Use of Cemetery (ies)

Article XI

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

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

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

11-D. Children: Children under eighteen years of age are not permitted within any cemetery unless accompanied by proper people to take care of them.

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

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

11-G. Ornaments and Flower Vases: The right is reserved to regulate the method of decoration of lots (plots) so that uniform beauty may be maintained. All flower vases must be installed with the approval of Management. No ornaments are permitted on trees, bushes, hedges, or any other natural flora planted or growing within the cemeteries (please see Flower and Décor section of Rules and Regulations for more information).

11-H. The Management also reserves the right to issue under separate cover detailed rules and regulations pertaining to ornaments and flower vases to be placed in cemeteries. Said detailed regulations and instructions, and all amendments thereto are hereby made a part of these rules and regulations.

11-I. Motor Vehicles: Automobiles, funeral cars, and trucks must always be kept under control and must observe the posted speed limits (15 mph). At no time shall such vehicles drive through the gates or within any cemetery at a speed of more than fifteen miles per hour. Automobiles may not park or come to a full stop before an open grave unless such automobiles are in attendance at the funeral.

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

11-K. Skateboards and Roller Blades (Inline Skates): Skateboards, roller blades (inline skates) and other such objects are not permitted within any cemetery.

Conduct in the Cemetery (ies)

Article XII

12-A. Any conduct which interferes with the rights of others or which, in the opinion of Management, detracts from the operation of a cemetery is prohibited.

12-B. Rubbish: Throwing rubbish on roads, driveways, paths, walkways, or any part of grounds of any cemetery, or in its buildings is prohibited. Receptacles for waste materials are located at convenient intervals.

12-C. Picnicking: Picnicking or partaking of any refreshments by visitors within any cemetery is prohibited without the consent of the Management.

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

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

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

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

Grading and Improvements

Article XIII

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

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

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

Cemetery Hours

Article XIV

14-A. Cemetery Hours are from sunrise to sunset, but Management shall have the right to fix the opening and closing hours of each cemetery, cemetery office and all buildings.

Outside Workers

Article XV

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

15-B. Certificate of Liability: The Management requires all workmen, other than employees of the cemetery, to have on file in the Diocesan Cemeteries Office, a current Certificate of Liability Insurance and Worker's Compensation. Said coverage shall be in the amount as required by the Diocese of St. Augustine.

Employees

Article XVI

16-A. Employees of Diocese of St. Augustine Catholic Cemeteries are not permitted to do any work for right to inter holders except upon the order of the Management but are required to be civil and courteous to all visitors.

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

Loss or Damage

Article IVII

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

Right to Inter Holder's Change in Address

Article XVIII

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

Care

Article XIX

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

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

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

Memorials and Rules for Memorial Work

Article XX

20-A. Memorial dealers shall abide by **all** Rules and Regulations of Diocese of St. Augustine Catholic Cemeteries. Soliciting memorial sales or memorial work within any cemetery is not permitted.

1. Non-cemetery workers, in placing or erecting monuments, or other structures, are prohibited from scattering their material over adjoining lots (plots), or from blocking roads or walks, or from leaving their material on the grounds longer than is necessary, or from attaching ropes to trees or shrubs. When any heavy material is to be moved over lawns, planks must be laid to prevent injury or damage to lawns.
2. Damage done to lots (plots), walks, drives, trees, shrubs or other property by non-cemetery workers, dealers, or contractors, or their agents, may be repaired by the Management; and cost of such repairs shall be charged to the dealer or contractor, or his principal.
3. The Cemetery cannot accept memorials for safekeeping before installation. All memorials must be installed upon delivery to the Cemetery. Plot holders who do not adhere to these rules will be assessed a storage fee for “holding” memorials without a Permit.
4. No litter is to remain after the memorial is installed.
5. Express permission must be obtained from Cemetery Management before heavy equipment is brought into the Cemetery or a vehicle driven into a section.
6. Improperly set memorial work, or a memorial that is set without a Cemetery approval, will be removed, and stored with the cost to be paid by the plot owner. We require that lot owners and monument dealers follow all pertinent Cemetery Rules and Regulations.

20-B. Catholic symbolism is required on all memorials. Catholic symbolism will be on the front side of all upright and slant memorials and will be the prominent symbolism on the memorial. Non-Catholic symbolism must be half the size of the Catholic symbolism and approved by management.

20-C. A sketch identifying the size of the base and die, lettering, symbolism, carvings, etchings, and pictures must be submitted to the cemetery Management for approval. Any changes after the initial sketch is submitted must be presented on a new sketch for approval. The memorial should not be started until approval from Management is complete.

1. **Infant grave:** One memorial is permitted per grave space.
2. **Single grave:** (Sections 1 through 8.2) One memorial is permitted per grave space.
3. **Family lots (2 or more graves combined):** (sections 1 through 8.2) One marker is permitted on each grave space OR one memorial is permitted centered in the middle of the family lot, memorializing family interred there.
4. **Single grave:** (new sections) One flat marker 2' x 1' is permitted on the grave space.
5. **Family lots (2 or more graves combined):** (new sections) One monument can be placed in the center of the family lot, memorializing family interred there.

20-D. A “Monument Application” must be filled out and signed by the lot (plot) owner or heirs at law. The “Monument Application” should be completed at the same time the sketch is submitted for approval.

20-E. A foundation will be required for all upright and slant memorials to prevent memorials from sinking and tipping and to keep memorials level. All foundations will be installed by authorized cemetery personnel. A separate foundation fee will be assessed at the time the sketch and “Monument Application” are submitted.

20-F. Flat markers and beveled memorials will be installed by authorized cemetery personnel. A setting fee for said memorials will be assessed at the time the sketch and “Monument Application” are submitted. Flat markers and bevel memorials over 3 feet in length will require a foundation.

20-G. Monument dealers will be notified by Management if any changes need to be made to the monument to meet the requirements of the Rules and Regulations.

20-H. A memorial cannot be placed on the grave site until Management inspects and approves the monument to the submitted design. If the monument does not conform to the approved design, it shall be the sole responsibility of the monument dealer to correct any errors or deficiencies in the workmanship or material. Diocese of St. Augustine Catholic Cemeteries are not responsible for any additional costs to correct all errors that do not conform to the approved design. Management reserves the right to fix the days and hours when any memorial may be delivered to any cemetery.

20-I. No memorial work of any kind, its installation, alteration, lettering, or other activity may take place on a lot (plot) that has outstanding fees associated with it.

20-J. All monuments, memorials and markers are the responsibility of the plot owner and must be maintained by the plot owner or a licensed monument dealer representative.

20-K. Diocese of St. Augustine Catholic Cemeteries is not responsible under any circumstances for any loss or damage to any monument or marker, Mausoleum, vase, or other fixture placed on any lot (plot) where such loss or damage could be caused by thieves, vandals, windstorms, and any act of God. Please contact your local insurance agency to include your property for coverage.

20-L. If in the process of opening or closing of a grave it becomes necessary for the Cemetery to remove or replace an existing monument, marker or its foundation same will be performed at the expense of the monument or marker owner. Neither the Cemetery nor its employees shall be liable for any resulting damage to the monument, marker, or foundation, which shall be repaired at the owner's expense when such movement, replacement or repair is necessary.

20-M. Temporary markers shall be permitted to remain on the lot (plot) for no more than one year. Management shall have the right to remove such temporary markers which are still in place of the one-year time frame. Once an approved memorial has been placed on the lot (plot), the temporary marker will be removed.

20-N. Only one memorial is allowed to be placed on a lot (plot).

20-O. The only military marker that will be allowed on a lot (plot) that already has a monument shall be a Veterans Administration bronze plaque which can be attached to the existing monument.

20-P. All memorials will be placed at the head of the lot (plot). All memorials will face the same direction.

20-Q. Memorials made of cement, wood, artificial wood, tin, or other material not made of granite, bronze, or marble are not permitted, and will not be allowed to be erected on Cemetery grounds.

20-R. Lettering and decorations that are incised into the stone should be at least ¼" deep. If you choose raised lettering and/or decorations, such lettering is fragile, and the cemetery is not

liable for the condition of such lettering and/or decoration or any damage to them. Its use is at the lot (plot) holder's risk.

20-S. No etched memorials or memorials with decorative etching will be permitted.

20-T. Permanent shadowing or coloration may be used in lettering, but the cemetery cannot accept responsibility for the permanency of such shadowing or coloration.

20-U. The installation of stone vases on a monument is permitted. As they are fragile, the cemetery is not liable for the condition of these vases or any damage to them.

1. Full responsibility for the vase (s) is with the family.
2. If a stone vase is used, it must have a drain hole.

20-V. Inlays may be used only with the consent of Cemetery Management, but with no liability to the cemetery for any damages whatsoever.

1. Ceramic photographs on memorials do not conform to current Cemetery practice, lend themselves to vandalism and to unfavorable comment. Express permission of the cemetery office must be obtained before they may be installed. The cemetery shall not be liable in any instance for damage to inlaid or attached material on memorials.
2. Full responsibility for the inlay or photograph on the memorial lies with the family.

20-W. Monolithic monuments will be permitted, but a special foundation with dowel pins is required. Such foundations will be installed by authorized cemetery personnel. Such a foundation may assess fees which may be higher than regular foundation fees.

20-X. Management reserves the right to stop all work of any nature when, in its opinion, proper preparations thereof have not been made; or when work is being done in such a manner as to endanger life or property; or when work is not being executed according to specifications; or when any reasonable request on the part of the Management is disregarded; or when any person employed on the work violates any rule of the Management.

Private Mausoleum
Private Columbarium/Family Estates

Article XXI

21-A. Mausoleum or columbarium, either wholly or partially above ground shall be constructed only in plots designated for them. Plans, specifications, material, and location in the lot (plot) of such mausoleum or columbarium shall be subject to the approval of Management.

1. No ground burials will be permitted in mausoleum lots.

21-B. When entombment/inurnment is made in a private mausoleum/columbarium, the crypt/niche shall be properly sealed subject to approval of the Management. The entombment/inurnment must be made in an approved casket/urn which complies with the regulations of the controlling Department of Health.

21-C. No walkways, patios, or other appurtenant structure will be permitted on the ground surrounding a mausoleum/columbarium. No additions or changes will be allowed after the specification and foundation plans for the mausoleum/columbarium have been submitted and approved.

21-D. Landscaping and upkeep are the responsibility of the right to inter holder/mausoleum owner unless an endowment has been established for said upkeep.

21-E. Management reserves the right to require a Perpetual Care Account to be created for the future care of the mausoleum. The customer is required to deposit 20% of the cost of the mausoleum into the account. Construction will not begin until the account is open. A statement of the account can be mailed annually to the customer to show the activity of their account.

21-F. A private family estate is purchased as a private family plot and cannot be surrendered back once a mausoleum purchased and placed on the property. A private family estate cannot be divided up and surrendered back to the Office of Catholic Cemeteries.

**Community Mausoleum
Community Columbarium**

Article XXII

22-A. Entombment/inurnment must be made in an approved casket/urn which complies with the regulation of Diocese of St. Augustine Catholic Cemeteries and the controlling Department of Health.

22-B. The Management reserves the right to issue, under separate cover, detailed regulations concerning the use of Community Mausoleum and Columbarium. Such regulations include, but are not limited to the decoration of crypts/niches; the size, quality, type and placement of lettering on crypts/niches; and the use or non-use of flower, vigil lights, etc.

22-C. Right to inter holders, their families and friend are not permitted to attach anything to the crypt/niche front. Any items attached to the crypt/niche front will immediately be removed by Management.

Receiving Vaults

Article XXIII

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

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

23-C. No remains may be placed in a receiving vault which presents a health or safety risk.

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

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

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

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

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

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

Remainder of this page reserved.

Flower and Décor

Article XXIV

Diocese of St. Augustine Catholic Cemeteries rich heritage, deep traditions and our commitment to providing a dignified and reverent Catholic place of burial have been established since 1892 and founded in the Cemeteries Rules and Regulations. In a continuing effort to maintain the lasting beauty and tranquility of these sacred places of honor, it is necessary to enforce the regulations regarding what is permissible and that which is not permissible.

24-A. Flower Decorations

1. Natural, artificial, dried, or silk flowers are permitted in approved non-breakable vases. They are not to exceed the width of the memorial or be no longer than 24”.
2. Only **ONE** (1) floral arrangement or plant is allowed per burial location. In the case of a new burial, more flowers may remain for not more than thirty (30) days.
3. Flowers brought to grave site at the time of burial will remain on the grave for one (1) week then removed and disposed of by cemetery personnel. If flowers die or fall apart before the end of the week, the flowers will be removed and disposed of by cemetery personnel.
4. No flowers are permitted to be planted into the turf. They will be subject to immediate removal.

24-B. Plants and Wreaths:

1. Potted plants (maximum height 24”) in approved lightweight, non-breakable containers and wreaths are allowed at Christmas, Easter, All Souls’ Day, Holy Days of Obligation and National Holidays. They may be placed two (2) weeks prior to the holiday and will be removed two (2) weeks following the holiday.
2. All pots and planting boxes are to be set on the lawn and not dug into the turf.
3. Wreaths are not to exceed 24” in diameter. The maximum diameter permits a suitable variety within reasonable limits. These wreaths may **ONLY** be placed on the grave.
4. Only **ONE** (1) floral arrangement or plant allowed per burial location.

24-C. Vases

1. Vases are to be non-breakable. They are not to exceed the width of the memorial or 24”.

24-D. Flags and Veteran Emblems

1. Flags and Veteran emblems may be placed on graves only on Memorial Day, Independence Day, Flag Day and Veteran’s Day. They may be placed three (3) days prior to the holiday and will be removed five (5) working days following the holiday.

24-E. Other Décor

1. No glass, ceramic, pottery, or anything breakable is permitted on any grave.
2. No crosses, solar lights, balloons, pinwheels, bird feeders, photographs, souvenirs, candles, shells, rocks, toys, trinkets, decorative flags, or any other articles are permitted on any grave outside of the baby section. **We strongly recommend not placing items of sentimental value or that have a high dollar value at gravesites.**
3. Within the baby section, only ONE (1) photograph, souvenir, toy is permitted on each grave.
4. No wood, cement or cast-iron benches or chairs are permitted on any grave or under surrounding trees.
5. No boxes, sprinkling cans, receptacles or similar articles will be permitted on any grave or under surrounding trees.
6. No enclosures such as coping, fencing or any other border will be permitted on or around any grave.
7. Grass is the only permitted ground cover on any grave. Stones, rocks, crushed stone of any kind, granite or marble slabs, dirt, and mulch are prohibited.

24-F. Anything that is dug into the ground will immediately be removed and disposed of by cemetery personnel. There is absolutely no planting of trees, shrubs, decorative flag holders, shepherds hooks, or any other item allowed without the approval of Management. Anything planted in the ground without permission from Management will be immediately removed and disposed of.

24-G. Flowers, plants, and other decorations deemed in poor condition will be removed and discarded.

24-H. A general cleanup of the grounds will commence two weeks after each major holiday; Valentines Day, St. Patrick's Day, Easter, Memorial Day, Independence Day, and Christmas. Staff will remove violations as needed throughout the year.

24-I. In the event of approaching hurricanes, all decorations MAY be removed at the discretion of Management.

The burial of your deceased loved ones with dignity, and the ongoing care of their graves are the main mission of the Diocese of St. Augustine Catholic Cemeteries. However, there are incidents when grave decorations become damaged during the course of our mission. We are sorry that this happens and want you to know that these incidents are not deliberate nor do they show a lack of compassion for your deceased family members or friends. We regret that we cannot guarantee to safeguard your grave decorations from damage or disappearance, and we also regret that we cannot accept the responsibility for their damage or loss.

General

Article XXV

25-A. The statement (s) of any employee of Diocese of St. Augustine Catholic Cemeteries shall not be binding upon the Management, except as such statement coincides with the document conveying the right to inter, and with these rules and regulations.

25-B. The rules and regulations shall apply to any structure now in existence or which may hereafter be erected in any cemetery of Diocese of St. Augustine Catholic Cemeteries.

25-C. Diocese of St. Augustine Catholic Cemeteries, through its Management, reserves the right, without notice, to make temporary exceptions, suspensions, or modifications of any of these rules and regulations, when, in its judgment, the same appears advisable, and such temporary exception, suspension, or modification shall in no way be considered as affecting the general application of such rules and regulations.

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

25-E. Diocese of St. Augustine Catholic Cemeteries, through its Management, reserves the right at any time and from time to time to change, amend, alter, repeal, rescind or add to these rules and regulations or any part thereof, or to adopt any new rule or regulation with respect to its cemeteries or anything pertaining thereto.

25-F. The cemetery Management shall in no way be liable for any delay in the fulfillment of any of its contracts or legal obligations, including but not limited to, maintenance, care, memorial work or construction which may arise from causes beyond its reasonable control and especially, from delays caused by the elements, and act of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots or order of any military or civil authority.

25-G. Management reserves the right to issue under separate cover any changes or additions pertaining to all rules and regulations mentioned above.

The above Rules and Regulations were approved by the Director of the Diocese of St. Augustine Catholic Cemeteries at Jacksonville, Florida with the approval and consent of Most Reverend Felipe J. Estévez, Bishop of the Diocese of St. Augustine on the date of July 1, 2020.



**Catholic Cemeteries
Acknowledgement of
Rules and Regulations**

I/we acknowledge that I/we have received the above Cemetery Rules & Regulations and currently own (or am a family member or friend of a deceased) the plot noted below.

Plot Owner/Contact: _____

Address: _____

Section: _____ **Block:** _____ **Lot:** _____ **Grave:** _____

Signed: _____

Date: _____

