



Rules and Regulations

**Our Lady Queen of Peace
Cemetery of the Diocese
of Palm Beach, Inc.**

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Our Lady Queen of Peace Cemetery of the Diocese of Palm Beach, Inc.
Preamble

On the first day of the week, at dawn, the women came to the tomb bringing the spices they had prepared. They found the stone had rolled back from the tomb; but when they entered the tomb they did not find the body of the Lord Jesus. While they were still at a loss over what to think of this, two men in dazzling garments stood beside them. Terrified, the women bowed to the ground.

The men said to them, "Why do you search for the Living One among the dead? He is not here; he has been raised up. Remember what he said to you while he was still in Galilee – that the Son of Man must be delivered into the hands of sinful men, and be crucified, and on the third day rise again." With this reminder his words came back to them.

The Gospel according to Luke 24 : 1 – 8

The death of a loved one always causes pain and sorrow. It is good to be reminded of the promise which Jesus made to his disciples nearly two thousand years ago. Our loss is only temporary.

Christian tradition and teaching proclaims the resurrection of the body as the ultimate hope for all who believe. This teaching reminds us that as we bury our beloved dead, the separation will not be permanent since at the end of time we will all be joined together in our glorified bodies to live forever in a place where there will be no suffering and sorrow. God, our loving Father, will gather us together for all time. Yet it is only proper that we who believe in Jesus show reverence and respect for the mortal remains of those whom we love loved in this life. For this reason, Our Lady Queen of Peace Catholic Cemetery joins together the human desire to respect the mortal remains of loved ones with our essential belief that the person whom we love is no longer present in the cemetery, but rather has preceded us in obtaining the everlasting life promised to us by Jesus. The final resting place of Christians, therefore, it is not only a location where we recall what was shared, but more importantly a place that should demonstrate to all who visit the cemetery our belief and our hope. Our actions are an indication of what we believe. Our Lady Queen of Peace Cemetery of the Diocese of Palm Beach, Inc. in how it presents itself to all, through the manner by which it deals with this most important aspect of human life, must demonstrate above all our belief that the person who has died and whose mortal remains are buried here still and will one day rise again in glory.

FORWARD

“Our Lady Queen of Peace Catholic Cemetery is an integral part of the Church’s belief and rites. The Community of those who share the same faith in life maintained in death in the Church Cemetery, which reflects the doctrine and liturgy of Catholic belief. The Catholic Cemetery is also protected by the Church’s law providing the assurance of permanence, reverence, and respect for the remains of the deceased. It is a place of prayer for, and devotion to, the souls of the faithful departed.” **(Excerpts from Christian Burial Guidelines, N.C.C.C., 28 January 1975, Private. Pp. 695-696).**

In reading the following documents, different objectives will become clear. However diverse and numerous our objections may be, they all fall under two categories: the legal and the pastoral.

As the custodians and management of a Catholic Cemetery on the one hand, we have a legal, civil obligation under secular law as granters of License for Burial / Entombment / Inurnment to protect our own and the purchaser’s rights. On the other hand, we have the pastoral obligation to ensure the maintenance of the sacred Nature of this site. The sanctity of the cemetery cannot be ensured without well-established and clearly defined rules governing all aspects of operation of the cemetery.

Both of these categories must be addressed in full, each in its own appropriate form and language. What suffices to convey the letter of civil, secular law is utterly inadequate to explain the spiritual motivation which underlines the establishment of the Catholic cemetery.

Without clear guidelines, the Faithful cannot expect good order, a sense of continuity and serenity within the confines of Our Lady Queen of Peace Catholic Cemetery. Our ultimate goal is to have a place where our departed may be buried with dignity befitting the Christian view of death and resurrection.

The sole aim of the pastoral guidelines concerning the burial of and reverence for the dead is to encourage the faithful in attitudes and practices in keeping with the traditional views of the Universal Church toward death and resurrection. The aim is not to rigidly impose a singular cultural or ethnic, or aesthetic view upon anyone. Often, however, good taste and good theological understanding of death and resurrection go hand in hand when dealing with matters touching upon the burial of the dead.

As to our general objectives, let us mention some:

1. To ensure a clear understanding of the legal rights and responsibilities existing between Our Lady Queen of Peace Catholic Cemetery, its management, and the holder of the license for Burial / Entombment / Inurnment.
2. To assure the religious character of the Cemetery by encouraging the use of appropriate Christian symbols and epitaphs, keeping in mind the diverse nature of ethnic and cultural expression in art.
3. To foster mutual understanding between the Cemetery, license holder, memorial dealer, manufacturer, stone quarrier, and cemetery visitors.
4. To encourage good design in ornamentation, lettering, and proportion.
5. To assure the permanence of memorials by setting standards of materials used.
6. To maintain and enhance the overall beauty of the cemetery by reasonable control of the placement of memorials.

To underscore our desire for mutual understanding regarding the rules and regulations used in administering Our Lady Queen of Peace Catholic Cemetery, we should like the use the analogy of the orderly plan of a city.

A cemetery is much like a city in that it will display great beauty when it is built and maintained along some definite plan which would foster unity of art and design without impeding, any more than necessary, the freedom of individual expression. As in any cooperative venture, individual expression must at times be subordinated to the overall, previously agreed to, common plan. As noted, before, the Christian Cemetery is a sacred plot of ground set aside for the burial of the dead, wherein natural beauty has been enhanced through man's cooperative efforts by means of an artistic arrangement of trees, shrubbery, and lawn together with moments as visible signs of loving tribute and remembrance. Coherence of design and plan can be maintained only in the presence of reasonable and stable control. It is with these things in mind that the following rules and regulations are set forth.

Rules and Regulations - Our Lady Queen of Peace Cemetery of the Diocese of Palm Beach, Inc.

For the mutual benefit and protection of the license holders of the cemetery plot sites located at Our Lady Queen of Peace Cemetery of the Diocese of Palm Beach, Inc., a ministry of the Most Reverend Gerald M. Barbarito, D.D. J.C.L, as Bishop of the Diocese of Palm Beach, his successors in Office, the following rules and regulations are hereby adopted. All license holders and persons within the alterations thereof or additions there to as shall be adopted by Our Lady Queen of Peace Catholic Cemetery or the Bishop of the Diocese of Palm Beach from time to time, and the reference to these rules and regulations in the Agreement for License or the License for Burial / Entombment / Inurnment shall have the same force and effect as of set forth in full therein.

I.

DEFINITIONS

- A. The term “Management” shall mean the members of the Board of Directors duly appointed by the Diocese of Palm Beach for the purpose of conducting and administering the cemetery owned and operated by Our Lady Queen of Peace Catholic Cemetery.
- B. The term “Care” shall mean that the general care of the cemetery herein defined.
- C. The term “Cemetery”, as used herein, shall mean all property for earth burials and any Mausoleums for crypt entombments and any columbaria.
- D. “Columbaria” shall mean any structures lined with recesses for the deposit of cremated remains.
- E. “Crypt” shall mean a space in mausoleum of sufficient size, used to entomb human remains.
- F. “Entombment” shall herein mean burial above ground in mausoleum crypt.
- G. “Grave” shall mean a space of ground in cemetery used, or intended to be used, for the burial of human remains.
- H. The term “Interment” is meant either to be an earth burial, an entombment, or an inurnment.
- I. The term “Plot” shall include and apply to, one or more grave(s), or, one or more adjoining crypt(s), or, one or more adjoining niche(s).
- J. The term “License Holder” shall include person or persons who have purchased and been granted a license for Burial / Entombment / Inurnment; or who may hold the right of interment, entombment, or inurnment as provided in the License for Burial / Entombment / Inurnment.

K. The term "Memorial" shall include monument, tombstone, headstone, grave marker, tablet, or inscription on a crypt front or fronts or niches, for one or more deceased persons.

L. "Family Plot" shall refer to the number of plots the Management deems necessary for the erection of a monument.

M. "Inurnment" shall mean to place (inter) the cremated remains of the deceased, which are in an urn, in a grave, crypt, or niche.

N. "Niche" shall 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 in an appropriate receptacle.

II. PURPOSE OF THE CEMETERY

The Cemetery is intended for the interment 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 member of a License Holder's family, or of any person not entitled to Christian Burial according to the rules and discipline of the Roman Catholic Church, shall be decided by the Management in consultation with the Bishop of the Diocese of Palm Beach.

III. ADMISSION TO THE CEMETERY

The management reserves the right to refuse admission and to refuse the use of Cemetery equipment at any time, to any person or persons, as the rules and/or the Board of Directors', or judgement and tradition may dictate.

IV. ARRANGEMENTS FOR INTERMENTS

A. The Management shall have the right to request those wishing to make a selection of a plot, or arrange an interment, to call at the Cemetery Office in ample time to complete arrangements before closing time of such Cemetery Office.

B. Only a duly-authorized Catholic Priest or Deacon may officiate at the grave side or crypt. In the event a Catholic Priest or deacon is not present or available for the committal service, designated individuals from the Cemetery Administration may officiate in accord with Canons 228 : 1 & 230 : 3.

C. To the degree allowed by Ecumenical guidelines for common worship, clergymen of other faiths and communions may participate in the funeral service held at the cemetery.

D. Funerals shall not be admitted to the Cemetery when they are escorted or accompanied by regalia or banners of societies, organizations or lodges which are banned by Ecclesiastical Law. Certain fraternal or lodge services, not otherwise forbidden by Church Law, may be permitted by the Management provided specific permission is obtained at a reasonable time in advance.

E. The Management may accept a request for an interment or opening of a plot upon proper written authorization, from any License Holder of record, subject to the written instructions on file in the office if the Management.

(In the event that two or more License Holders provide written instructions to the file for the interment or opening of a plot, and subsequently one of the License Holders dies, the remaining License Holder(s) may contradict or revise the previous written instructions on file. In the event that two or more License Holders provide written instructions to the file for the interment or opening of the plot, and subsequent thereto, all the License Holders die, the License Holders' burial rights will pass on to his/her heirs as provided in his/her will or as stated in the License for Burial / Entombment / Inurnment. The burial rights inherited by the heirs under a valid will or under the License for Burial / Entombment / Inurnment will be the same rights as the original License Holders' had, and the License holders' heirs may thus revise any previous written instruction on file, unless otherwise restricted by a License Agreement Irrevocability Agreement. All instructions for interments or for the opening of a plot, whether original or revised, must be made in writing and addressed to the Management. The instructions may only come from the License Holder of record or the qualified heir to the License Holder of record. Before the instructions from an heir to a License Holder will be accepted, the management shall require an affidavit from a person having personal knowledge of the death of the License Holder, testifying to such death and to the legal right of the person acquiring such burial rights in the plot, and a death certificate or its equivalent issued by the Bureau of Vital Statistics. All written instructions, including revised instructions must be signed by the License Holder or the heir to the License Holder and must state the name of the original License Holder(s) and the License Holder making the request for an interment or an opening of a plot, and provide detailed instructions as to the wishes of the License Holder. Management may reject any written instructions, in its sole discretion, if the instructions are not clear or if there is a question about the License Holder(s) or to the heir of the License Holder's right to provide these instructions.)

F. When the instructions from a License Holder regarding a location of an interment in a plot cannot be obtained, or when for any reason the interment space cannot be opened where specified, the Management may in its discretion open the space in such location in the plots as Management may reasonably deems best and proper. Management shall provide notice to the License Holder of Record, of where it opened the interment space and, if applicable, of the reasons why Management could not comply with the License Holder's instructions. When instructions from the License Holder regarding the location of an interment space in a plot are indefinite, Management shall reasonably attempt to obtain definite instructions from the License Holder. If Management's attempts to reach the License Holder are unsuccessful, and *if* the funeral may be delayed as a consequence of the inability to reach the License Holder, the Management may in its discretion open the space in such location in the plot as it deems best and proper, Management shall not be liable in damages for any error made.

G. The Management shall not be liable for any order given by telephone or any error occurring from the want of proper instructions as to the size of the casket or as to the particular grave or crypt location where interment is to be made. The Management reserves the right to make an equitable charge whenever additional labor costs result from such errors. It is for such reasons that the Management states that persons arranging for interments must visit the Cemetery where it will aid them in effecting necessary arrangements.

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

I. All grave interments shall be made with concrete outside liner or burial vault.

J. No interment shall be permitted, or memorial placed in or on, any plot not fully paid for, except by special consent of the Management in writing in each and every case. In the event such consent is given, any and all interments or memorials placed in or on the said plot shall be considered as temporary, and a note shall not be considered as payment, and no rights shall be acquired by License Holder of said interment or interments until such plot is fully paid in cash, including principal and interest. In case the License Holder of said plot shall fail to timely meet all payments, when same are due and demanded by the Management, the Management, thereupon, shall be released from all obligations thereunder, and may retain such payments as may be made toward the purchase of such plot as per the Agreement for License and the License for Burial / Entombment / Inurnment. The Management reserves the right, and shall have the right, upon providing the License Holder with reasonable notice, at the Management's sole discretion, to disinter, disentomb, disinurn anybody buried in said plot or to remove to single graves, to be chosen by the Management, the remains then interred, entombed, or inurned in said plot.

V. **INTERMENT PROCEDURE**

A. After all of the appropriate burial transfer, disinterment or interment permits have been provided to Management, by the funeral director, and/or the family of the deceased as required by the laws of the State of Florida, the funeral procession and the interment, disinterment, entombment or inurnment shall be under the sole direction of the Management. Management shall have the authority for directing the funeral procession and the approach to the gravesite, and maintaining crowd control, and making the appropriate interment, disinterment, entombment, or inurnment.

B. A Burial Permit for each funeral as required by the local government or public authority having jurisdiction of the matter must be presented to the Management before the interment is commenced.

C. The Management shall not be responsible for the accuracy of the data contained in said permit or the identity of the person to be interred or entombed. Such responsibility lies with the attending funeral director.

D. The Casket may not be opened at any time within the cemetery without the express written 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 a court order. In the event necessity requires, the Management may take reasonable and appropriate steps to correct any obnoxious or improper condition of the body, casket or burial case.

E. The Church recommends the burying of the bodies of the dead. However, Cremation is not forbidden unless chosen for reasons contrary to Christian teaching. **(see 1983 code canon 1176 par. 3, translation by “Canon Law Society of America” also: Statement by The Congregation for the Doctrine of Faith, Ad resurgendum cum Christo 15 August 2016)**

F. No disinterment or removal shall be allowed except with the permission of the management and only upon providing reasonable notice to the License Holder and/or nearest to kin. However, as per the Agreement for the License and License for burial / Entombment / Inurnment, the written authorization of the License Holder and or the nearest of kin shall not be required for the Management to make a disinterment / disentombment / disurnment or removal in the event that the License Holder defaults according to the terms of the Agreement for License and/or of the License for Burial / entombment / inurnment. **(The August 15, 2016 document, instruction Ad resurgendum cum Christo regarding the burial of the deceased and the conservation of the cremated remains in the case of the cremation with its recent insights on cremation, scattering and burial shall be followed.)**

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, burial case, or memorial in making the disinterment or removal.

H. The management shall have the right to designate the hour and manner in which interments, disinterment's and removals will be made. All interments, disinterment's and removals shall be subject to the payment of such charges as may be fixed by the Management.

I. Besides being subject to these rules and regulations, all interments, disinterment's, transfers or removals shall be subject to the payment of such charges as shall be fixed by the Management.

J. Only persons employed and equipment owned by Our Lady Queen of Peace Catholic Cemetery shall be used in making interments, disinterment's, transfers or removals and handling vaults or outer containers, unless the Management make other arrangements in writing.

K. Flowers must be delivered at the graveside or at the mausoleum in sufficient time to permit arrangements before the funeral arrives. Designs shall conform to Catholic thought and practice as decided in the sole discretion of the Management.

L. No flower receptacles may be placed or in a mausoleum, unless the same are of a size, design, and quality approved by the Management, and unless the

receptacles can be set wholly beneath the level of the lawn. Such receptacles may be purchased from and placed by Management. The Management shall have the authority to remove all floral designs: flowers, weeds, trees, shrubs, plants, or herbage of any kind from the cemetery; as soon as, in the judgment of the Management, they become unsightly, dangerous, detrimental or deceased, or when they do not conform to the standard maintained in the Rules and Regulations of Our Lady Queen of Peace Catholic Cemetery. The Management shall not be liable for floral pieces, baskets or frames in which or to which said floral pieces are attached. The Management shall not be liable for lost, misplaced or broken flower vases. The Management shall not be responsible for plants, herbage or plantings of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control. The Management reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The Management reserves the right to prevent removal of any flowers, floral designs, trees, shrubs or plants, herbage of any kind unless it gives its consent in writing.

VI.
CORRECTION OF ERRORS

A. The Management reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterment's or removals, or in the description, transfer or conveyance of any interment rights or plot, either by canceling such conveyance and substituting and conveying in lieu thereof other interments rights of plot 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 the money paid on account of said purchase. In the event any such error shall involve the interment of the remains of any person in any plot, the Management reserves and shall have, the right to disinter and reinter the remains in such other plot of equal value and similar location as may be substituted and conveyed in lieu thereof. Management shall provide notice to the License Holder or nearest of kin's address of record, of its intention to disinter and reinter the remains in another plot and shall also give notice of the time and date such disinterment will take place.

VII.
INSTRUCTIONS TO PLOT LICENSE HOLDERS AND LICENSER'S RIGHTS

A. The Management reserves the right to specify the terms of purchase of all interment rights in all locations and the manner in which said right shall be held or exercised.

B. Persons wishing to arrange for interments must visit the Cemetery where cemetery personnel, as authorized by Management, will assist them in completing the necessary arrangements.

C. Should the License Holder fail to carry out the terms of the License for Burial / Entombment / Inurnment, the Management may declare said License canceled and all rights of the License Holder on and to the plot are forfeited. In the

event of such default, the Management reserves and shall have the right without notice, to disinter / disintomb / disinurn at its discretion to remove to single graves, to be chosen by the Management, each of the remains then interred / entombed / inurned in said plot. The Management, further, shall have the right to remove any memorial or marker that may have been placed on said plot.

D. If a granite, or bronze planter or vase is part of the design and structure of the monument, it may be used as such and no other planters shall be allowed. No coping, curbing, fencing, hedging, borders, or enclosures of any kind shall be allowed around the plot. The Management reserves the right, upon providing notice to License Holder, to license holder's address of record, of its intentions, to remove any coping, curbing, fencing, hedging, borders, or enclosures of any kind that are erected, planted or placed. Temporary exceptions, suspensions, or modifications shall in no way be considered a waiver of the rules and regulations of Our Lady Queen of Peace Catholic Cemetery and shall in no way effect the general application of such rules and regulations. The License Holder shall be responsible for all costs incurred by the Management in removing any coping, curbing, fencing, hedging, borders, or enclosures of any kind.

E. The Management reserves the right to authorize or permit the interment of more than one human remains in one grave, crypt, or niche. The Management may exercise this right with reference to single crypts or single graves or single niche, or any section thereof. The Burial Right Licensee does not possess a fee interest or any other interest in the real property itself.

F. The remains of one human being only shall be interred in one grave or crypt, unless such grave or crypt has been purchased with written consent of Management, with the rights for more than one body to be interred, provided proper identification is made of such interment or interments on one regulation crypt, memorial, or marker.

G. Interment of non-Catholic members of a Catholic family will be permitted under certain conditions, as the Church does not wish to separate in death those who were united in life, but such interment shall be subject in each instance to permission from the Management. Clergy of other faiths and communions may participate in funeral services held at the Cemetery to the degree allowed Ecumenical guidelines for common worship.

H. The use of plot is for the License Holder or License Holder's relatives for interment purposes only and not resale or profit. By special written permission of the Management, a person not a member of the License Holder's family may be interred in said plot, but in no case shall a License Holder have any right to sell, transfer, exchange or in any manner (except as herein provided in the License for Burial / Entombment / Inurnment / or these rules and regulations) dispose of said right of burial or any part thereof, or any right or interest therein or any use of said plot. The rights of interment in the unoccupied portion of a plot may be sold only to Our Lady Queen of Peace Catholic Cemetery, the unused portion of any niche, lawn crypt, tandem crypt, or mausoleum is not eligible for return.

I. In the event death of a License Holder and if the interment space is not used to inter the deceased License Holder, then any and all privileges of the License Holder shall pass to the License Holder's family in the following manner:

1. The spouse of the owner of any plot containing more than one interment space has vested right of interment of his/her remains in the plot, which terminate upon remarriage.

2. If the License 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 plot, said instructions will be recognized by the Management given such instructions are definite, reasonable, and practicable, subject; however, to a vested right of interment of the surviving spouse.

3. If no valid sufficient written instructions shall have been filed in such office, or if valid and sufficient instructions are in conflict with a later will, and the License Holder has left instructions in said will, duly admitted to probate in a court having jurisdiction thereof, (subject, however, to a voted right of interment of a surviving spouse), such instructions shall control, provided they are not in conflict with the Cemetery Rules and Regulations then in force and provided the Cemetery Office is furnished with written proof of the same.

4. In the absence of valid and sufficient written instructions filed at said office by the License Holder or a duly probated will, the rights of interment shall devolve upon those entitled to succeed thereto by the law of intestate succession of the State of Florida.

5. In conveyance to two or more persons and joint tenants, each joint tenant has a vested right of interment in the plot conveyed. Upon the death of a joint tenant, the title to the plot held in joint tenancy immediately vests in the survivors, subject to the vested right of interment of the remains of the deceased joint tenant.

6. A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested. An affidavit by a person having personal knowledge of the facts setting forth, the fact of the death of the owner and the name of the person or persons entitled to the use of the plot together with a Death Certificate or equivalent document from the Bureau of Vital Statistics is complete authorization to the Management to permit the use of the unoccupied portion of the plot by the person entitled to use of it.

7. An affidavit by any person having knowledge of the facts setting forth the fact of death of one joint tenant and establishing the identity of the surviving joint tenants named in the easement for burial in any plot together with a Death Certificate or equivalent document provided by the Bureau of Vital Statistics, which is filed with the Management, is complete authorization to permit the use of the unoccupied portion of the plot in accordance with the directions of the surviving joint tenants or their successors in interest.

J. To preserve the active nature of the Cemetery, any interment space will be deemed abandoned if there is no recorded activity for a period of 50 (fifty) years per Florida Statute or per the terms of the original contract, 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 determines.

K. The Cemeteries will make every effort to resolve any reasonable consumer complaint brought to the attention of the Management in accordance with Florida Statute 497.260(3). In the event a complaint cannot be resolved by the Management,

the consumer will be referred to the Florida Division of Funeral, Cemetery and Consumer Service.

VIII.

SERVICE CHARGE AND PAYMENTS

A. The Management shall have the right to fix a charge and time of payment for each interment, disinterment, removal, plot transferred or returned 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.

B. The charges for the Cemetery services must be paid at the time of the issuance of the order of interment or of disinterment and removal.

C. Arrangement for the payment of all charges or other indebtedness due to the Management must be made before an interment in any plot may be made, or before any memorial, marker or monument may be erected.

D. No mausoleum, monument, marker or other memorial shall be erected on any plot until all payments required by the License for Burial / Entombment / Inurnment are made. No mausoleum, monument, marker or other memorial shall be ordered until same are paid in full.

IX.

RIGHT TO REPLAT

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 buildings, or for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for the disposal or interment of human dead bodies 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 the cemetery.

2. To lay out, establish, close, eliminate, or otherwise modify or -change, the location of roads, walks or drives, provided ingress and egress to and from any plot is preserved or is allocated to the license holder.

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, under, and through all of the cemetery premises for the purpose of installing, maintaining and operating pipe lines, conduits, or drains for sprinklers, drainage, electric or communication lines or for any other cemetery purpose.

2. Removal, addition, or substitution of any tree, plant material, or garden, as deemed necessary by Management for the betterment of the cemetery and its ministry objectives.

C. Lots shall be designated by cemetery Management on plats filed in the cemetery office. The decision of cemetery Management as to the location and boundaries of each individual lot is binding on all parties. License holders will not be permitted to subdivide any lot without the consent of cemetery Management.

X.

NO EASEMENT GRANTED

A. No Easement or right of interment is granted to any license holder in any road, drive, or walk within a Cemetery, but such road, drive or walk may be used as means of access to the cemetery and its buildings as long as the Management devotes such road, drive or walk to That purpose.

XI.

USE OF THE CEMETERY

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 plot. The Management expressly disclaims liability for any injuries sustained by anyone violating this rule.

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

C. TRESPASSERS - Only the License Holder or his relatives or friends shall be permitted on any cemetery plot. 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 therein, in a reasonably safe condition. Any person in the cemetery after the cemetery is closed is considered a trespasser.

D. CHILDREN - Children under fifteen years of age are not permitted within the Cemetery unless accompanied by proper persons to take care of them.

E. ANIMALS - Animals shall not be allowed in the Cemetery or in its buildings

F. MAINTENANCE - The general maintenance of the cemetery grounds, designed to improve and maintain the appearance and condition of the cemetery property, shall be the responsibility of the Cemetery. It shall include such items as the upkeep of drives, buildings, fences, storm and seasonal cleanup, raking of leaves, and the general mowing of grass pursuant to mowing routines.

G. LAWNS - Lawns shall not be disturbed for any purpose except under the supervision of the Management.

H. ORNAMENTS AND FLOWER VASES - The right is reserved to regulate the method of decorations of plots so that uniform beauty may be maintained. The use of boxes, glass of any kind, breakable plastic, rocks, stones, shells, toys, food, candles, metal designs, ornaments, vases, plastic, concrete, vigil lights, solar lights, crockery,

wood or metal, or potted plants, etc., shall not be permitted on any plot and such articles shall be removed by the Management. All flower vases must be installed with the approval and under the direction of the Management.

I. FLORAL PIECES OR VASES - The Management shall not be liable for vases, floral pieces, baskets or flowers in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces for the funeral services held in the Cemetery.

J. REMOVAL OF FLORAL FRAMES - The Management reserves the right to prevent the removal of any flowers, vases or floral designs. If floral framed are not removed within three (3) days of the day of the funeral by those lawfully entitled to them, the Management may remove and dispose of the floral frames in any manner it sees fit.

K. PLACING OF PLANTS AND OTHER OBJECTS -

a. Placing of potted flowers, in unbreakable containers, is permitted in ground interment sections with a limitation of one pot not exceeding eight (8) inches in diameter on a "single" marker or two pots not exceeding eight (8) inches in diameter, on a "double" marker. No baskets, or wreaths, shall be allowed.

b. Flags may not be displayed and are not permitted except on Memorial Day, Veterans' Day, and Independence Day, and must be removed by the following day.

c. Christmas flowers and plants shall be allowed until, at least January 7 of the new year.

d. The digging of holes for any purpose whatsoever is strictly prohibited.

MOTOR VEHICLES - Automobiles, funeral cars and trucks must be kept under control at all times and at no time shall such vehicles drive through the gates or within the Cemetery at a speed in excess of 10 miles an hour. Automobiles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral. It is prohibited to park or leave any motor vehicle on any road in such position as to prevent any other vehicle from passing, and if so parked and left, the Management may remove said vehicle, and any and all towing fees incurred are to be borne by the vehicle operator or owner.

XII.

USE OF MAUSOLEUMS

A. Only those flower vases approved and installed by the Management will be allowed at the site of each crypt. The maximum number of vases provided will be one per Crypt.

B. No vases or planters or floor stands are permitted to be placed on the mausoleum floors or walkways.

C. No pictures, cards, personal mementos, religious articles, or statutes are to be attached, suspended, or forced into the crypt opening or crypt front. Only pictures, emblems, and other memorialization products manufactured for cemetery use, offered by this cemetery, and approved by Management are allowed on the crypt front.

D. The Cemetery assumes no liability for vases, floral pieces, baskets or flowers beyond the acceptance of such floral pieces for the funeral service.

XIII.

CONDUCT IN THE CEMETERY AND ITS MAUSOLEUMS

- A. Idling, loafing, loitering or any demonstrations within the Cemetery or any of its buildings are prohibited.
- B. Rubbish - Throwing of rubbish on roads, driveways, paths, or walks or any part of the grounds or in its buildings is prohibited. Receptacles for waste materials are located at convenient locations.
- C. Picnicking - Picnicking at gravesite is common in some cultures, Picnicking or partaking of any food or refreshment within the cemetery is prohibited if the activity is disruptive at the sole discretion of the Management.
- D. Flower, Shrubs, etc. - All persons are prohibited from gathering flowers, either cultivated or wild, or breaking trees, shrubbery or plants, or feeding or disturbing the birds or fish or other animal life. Removal of flowers or decorations from another's plot is prohibited.
- E. Peddling or Soliciting - No one shall be permitted to peddle flowers, or any other articles or items, or to solicit the sale of any commodity whatsoever within the cemetery unless authorized by the Management and under its direct supervision.
- F. Photography – Absolutely no photography may take place on cemetery grounds without express written permission of the Management. Interment, entombment and inurnment are considered sacred and personal and therefore must be celebrated in a peaceful and private atmosphere.
- G. Bicycles are not permitted on the cemetery property.
- H. Recreational Equipment such as skates, skateboards, scooters, ATVs, etc. is not allowed within any cemetery or its buildings.
- I. Signs and Advertising - No signs, notices or advertising of any kind shall be allowed within the Cemetery except those placed by the Management.
- J. Improper Assemblages - The Management reserves the right to forbid and prevent assemblages which it deems improper.
- K. Dress - Appropriate attire, as determined by Management, is required in all areas of the Cemetery.

XIV.

GRADING AND IMPROVEMENTS

- A. All grading, landscaping work and improvements of any kind and all care of plots shall be done, and all trees, shrubs and herbage of any kind shall be planted, trimmed, cut or removed solely by The Management.
- B. All improvements or alterations of plots in the cemetery shall be under the direction of, and subject to the written 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 License Holder.

XV.

CEMETERY HOURS

A. The Management shall have the right to fix the opening and closing hours of each Cemetery, Cemetery office and all buildings and to change these hours from time to time, as may be necessary, without notice.

XVI.

OUTSIDE WORKERS

A. No workmen, other than employees of the Management will be permitted to work in the Cemetery unless authorized by said Management. However, License Holders may have certain work done, in accordance with these Rules and Regulations, at their own expense and upon application to the Management. The Cemetery office must be contacted for Management's written approval beforehand. Management must give their written approval and all work must be paid for in full prior to the commencement of any work. All outside workers must provide Management with written proof of liability coverage prior to the commencement of work. The Insurance company providing the coverage, as well as, the amount, limits, exclusions, terms, etc., must be acceptable for the Management. Otherwise, Management may reject and prevent the outside worker from doing any work on the cemetery premises.

XVII.

EMPLOYEES

A. Employees of Our Lady Queen of Peace Catholic Cemetery are not permitted to do any work for the license holders except under the order of the Management.

B. Under penalty of immediate dismissal, no Cemetery employee shall receive any fee, gratuity or commission, directly or indirectly, except from the Management. Management reserves the right to pursue any remedy permitted by law in the event a cemetery employee receives a fee gratuity or commission, directly or indirectly without the prior written permission of the Management.

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

XVIII.

LOSS OR DAMAGE

A. The Management disclaims all responsibility for loss damage from causes beyond its reasonable control, and especially from damage by acts of nature, the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, riots, order of the military or civil authority, thieves, vandals, strikes, malicious mischief

makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond control of the Management, whether the damage be direct or collateral. In the event it becomes necessary to reconstruct any section or plot, including plots or graves and crypts, or any portion of portions thereof in the Cemetery which has been damaged by such causes, the Management shall give a 10-day written notice of necessity for such repair to the License Holder's address of record. The notice shall be given by depositing the same in the United States Mail, with postage thereon duly prepaid, addressed to the License Holder of record, at his or her address stated on the books of the Management. In the event the License Holder fails to repair the damage within 30-days, after receipt of written notice, the Management may direct that the repairs be made and charge the expense to the License Holder of record.

XIX.

LICENSE HOLDER'S CHANGE OR ADDRESS

A. It shall be the duty of the License Holder to notify the Management of any change in his/her post office address. Notice sent to a License Holder at the last address in, the Management's records shall be considered sufficient and proper legal notification. The notice shall be given by depositing the same in the United States Mail, with postage thereon duly prepaid, addressed to the License Holder of record, at his or her address stated on the books of the Cemetery.

XX.

CARE

A. The Cemetery operated by Our Lady Queen of Peace Catholic Cemetery, a not-for-profit corporation, is an "Income Care" cemetery. Ten percent (10%), or such other amount as may be determined by the Board of Directors, of all monies received from the sale of interment rights is set aside for investment, and the income therefrom, is used to provide general care. This general care does not include the care of memorials, private mausoleums, columbaria or benches. "Income Care" is to be understood as that care and maintenance necessitated by natural growth and ordinary wear, and includes cutting lawns, and cleaning and maintenance off roadways, walkways, and buildings, provided there are sufficient funds for these purposes.

B. The term income care shall not be construed as meaning the maintenance, repair or replacement of any grave-stones or monumental structures or memorials or ornamental plants; nor the maintenance or doing of any special or unusual work in any Cemetery or in the Mausoleum; nor does it mean the reconstruction of any marble, granite, bronze or concrete work on any section or plot or any portion of portions thereof in the Cemetery or other buildings or structures, caused by the elements, an act of nature, common enemy, thieves, vandals, strikers, malicious mischief, explosions, riots, or by order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

C. "Special Care" shall include those specific services Special Care Agreements between our Lady Queen of Peace Catholic Cemetery and the License Holders. Special Care Agreements must be approved by Management and may be entered into solely at Management's discretion. "Special Care" shall include only those specific services set forth in Special Care agreements with the license holders, provided said services are

not inconsistent with the purpose for which the cemeteries have been established and are being maintained.

D. "Endowment Care" shall pertain to private family mausolea and shall include only those specific services set forth in Endowment agreements with the license holders, provided said services are not inconsistent with the purpose for which the cemeteries have been established and are being maintained.

XXI.

MEMORIALS AND RULES FOR MEMORIAL WORK

A. Memorial dealers shall abide by all the Rules and Regulations of Our Lady Queen of Peace Catholic Cemetery.

B. The Management reserves the right at all times to approve and prescribe the kind, size, design, symbolism, craftsmanship, quality and materials, inscriptions, monuments or markers placed or to be placed in the Cemetery. All memorials are subject to of the Management prior to placement, and acceptance or rejection shall be based upon such approval.

C. The Management also reserves the right to issue under separate cover detailed regulations and instructions pertaining to the kind, size, design symbolism, craftsmanship, and quality of inscriptions, monuments, or markers to be placed in the Cemetery. Said detailed regulations and instructions and all amendments thereto are hereby made part of these Rules and Regulations.

D. The Management reserves the right to fix the days and hours when any memorial may be delivered to the Cemetery.

E. All memorial work, placement, or removal of any memorial shall be on the written order of the License Holder, and with a permit issued by the Management.

F. The Management reserves the right to fix charges for memorial foundations, memorial permits placement or removal, and the right to demand that said charges be paid in advance and before the work is done. The Management also reserves the right to fix and charge a fee for any memorial left at the Cemetery before a Cemetery's permit has been issued.

G. A detailed plan and design of all memorials or monuments must be submitted to the Management for approval before a permit will be issued. NO memorial or monument shall be erected or placed until checked, approved and accepted by the Management. If the memorial or monument does not conform in every detail to the approved design, it shall be the sole responsibility of the dealer to correct any errors or deficiencies in workmanship and material.

H. In order to erect a monument, bench, columbarium or private mausoleum, it is necessary to purchase a License for Burial / Entombment / Inurnment for specifically designated lots within a block located in a monument section. Minimum of two (2) consecutive designated lots is required, unless otherwise specified by Management.

I. The location and position in which a memorial is to be placed or erected on a plot shall be entirely subject to the approval and under the supervision of the Management.

J. No monument extending above the surface of the ground shall be erected on plots not specifically set apart for such monument privileges.

K. A flat marker(s) will be permitted on each grave within limits set by the Management.

L. Non-cemetery workers engaged in placing or erecting monuments or other structures are prohibited from attaching ropes to monuments, trees, and shrubs or from scattering their material over adjoining plots, or from blocking roads or walks, or from leaving their materials on the grounds longer than is absolutely necessary.

M. Non-cemetery employees, in placing or erecting monuments and other structures, or bringing in materials in regard to such work shall, as to Our Lady Queen of Peace Catholic Cemetery, or its Management operate as independent contractors, but must do so under permission from the Management and their work must conform to the regulations made by Management. All non-Cemetery employees must be approved by Management and must provide Management with written proof of liability coverage prior to the commencement of any work, including workers compensation as required by law. They must also indemnify Our Lady Queen of Peace Catholic Cemetery under any and all liability & loss, direct or indirect, arising from their activity.

N. Damage done to plots, walks, drives, trees, shrubs, or other property by non-cemetery workers, visitors, dealers or contractors, or their agents, shall be repaired by the Management; and the costs of such repairs shall be charged to the visitor, or to the dealer or contractor, or his principal or the License Holder whom requested the work.

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

P. Work shall proceed promptly until the erection of the memorial or other structure is complete.

Q. All work of any description shall cease while a funeral or interment is being conducted nearby.

R. While the Management will exercise all possible care to protect raised lettering, carvings or ornaments on any memorial, monument, or other structures on any plot, it disclaims responsibility for damage or injury thereto.

S. The Management reserves, and shall have, the right to correct any error that may be made by its employees or by any person or persons in the location or placing of a memorial or monument in the cemetery. Management may charge any non-employee worker, or the License Holder for any expenses incurred to correct any error.

T. Should any memorial or tomb or mausoleum become unsightly, dilapidated, or a menace to the safety of persons within the Cemetery, the Management shall have the right, after a thirty (30) day notice to the License Holder of record, either to correct the condition or to remove the same, in either case at the expense of the License Holder.

U. The memorial dealer must provide a written guarantee to the Management that (1) he/she will only sell first-grade clear stone for memorial purpose; (2) the stone is free from sap or anything which will cause rust stains; (3) the stone will not check or crack; and (4) should any of faults mentioned above develop within 5 years from the date of setting, the memorial will be replaced without cost to the cemetery, or License Holder, or other Rules and Regulations established by the Management.

V. Soliciting memorial sales or memorial not permitted.

XXII.

MAUSOLEUM, TOMB, AND COLUMBARIA

A. Mausoleums and tombs, either wholly or partially above ground shall be constructed only in plots so designated. Plans, specifications, materials, and location in the plot of such mausoleum or tomb shall be subject to the approval of the Management. The Management reserves the right to require that an endowment for further maintenance of mausoleums or tombs be deposited with it, and that said endowment to be of size specified by the Management.

B. Landscaping and upkeep are the responsibility of the license holder/mausoleum owner unless an endowment has been established for said upkeep.

C. All private mausoleum owners must establish an endowment with the cemetery prior to the death of the primary license holder, said endowment to be of a size specified by Management.

D. When an interment is made in a private mausoleum, the body of the deceased must be embalmed by a licensed embalmer and the crypt shall be properly sealed as directed by the Management. The entombment must be 20-gauge minimum metal or metal lined, sealed casket, in conformity with the Regulations of the Department of Health.

E. Memorial urns for placement in the Columbaria shall be of solid, stable, solid material. The Cemetery reserves the right to final approval of types of memorial urns used.

F. Memorial urns may display a visible engraved name plate and must contain a permanent identifier of the deceased.

G. No exterior or interior adornment of any kind including pictures, flowers, or other ornaments are permitted within or around the area of the Columbaria, except those offered by the Cemetery and approved by Management.

XXIII.

PRIVATE FAMILY ESTATES & FAMILY CREMATION LOTS

A. No walkways, patios, or other appurtenant structure will be permitted on the ground surrounding a private family estate other than those specifically approved at the time of contract and construction. No additions or changes will be allowed after the specifications and plans for the estate have been submitted and approved.

B. Private landscaping within the family estate and its upkeep are the responsibility of the license holder/ owner unless an endowment has been established for said upkeep. Private Landscaping must be maintained and kept free of weeds and debris. Private plantings may not exceed 48" in height.

C. No in ground planting is permitted in front of or adjacent to family monuments. Families who have purchased landscape shrubs for these monuments are responsible for the upkeep. These shrubs may not exceed 48" in height.

D. All memorials, including family monuments, markers, benches or vases are the property of the individual owner. Therefore, any damage to memorials due to weather; acts of God; vandalism; malicious mischief; or theft are the owner's responsibility. Please contact your insurance agent to include your property on your homeowner's policy.

Should any memorial become unsightly, dilapidated, or a menace to the safety of persons within the cemetery, the Management shall have the right, after 30-days' notice to the license holder of record, whether to correct the condition or to remove the same, in either case at the expense of the license holder.

XXIV.

RECEIVING VAULTS

A. The Receiving Vaults may be used for temporary entombment subject to certain rules and regulations. Their facilities are available only when final interment is to follow in the Cemetery.

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

C. The remains of any person who has died of an infectious or contagious disease shall not be allowed to be placed in a Receiving Vault.

D. The Management reserves the right, whenever possible giving reasonable notice to the License Holder or to the nearest of kin, to remove from its vaults at once and inter any remains when the same are not in a good state of preservation or when the condition of the body renders its interment necessary.

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

F. The body shall be removed from the Receiving Vault within a reasonable time, which in no case shall exceed six (6) months, unless the Management consents to a longer period.

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

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

I. The Management reserves the right to issue under separate cover, detailed regulations and instructions pertaining to the Cemetery's Receiving Vaults. Said

detailed regulations and all amendments thereto are hereby made part of these Rules and Regulations.

XXV.

IN GENERAL

A. The statement of any employee of Our Lady Queen of Peace Catholic Cemetery shall not be binding upon the Management, except as such statement coincides with the License for Burial/ Entombment/ Inurnment and these Rules and Regulations.

B. These Rules and Regulations shall apply to any mausoleum now in existence or which hereafter be erected in Our Lady Queen of Peace Catholic Cemetery, as well as, to any future cemetery that may be operated by Our Lady Queen of Peace Catholic Cemetery.

C. The Management reserves the right, without notice, to make temporary exceptions, suspensions, or modifications in any of these Rules or Regulations when in its judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be considered a waiver of the Rules and Regulations or shall in no other way affect the general application of such Rules and Regulations.

D. In all matters not specifically covered in these Rules and Regulations, the Management reserves the right to take action which, in its judgment, is deemed reasonable in the premises, and such determination shall be binding upon the License Holder and all parties concerned.

E. The cemetery Management will endeavor to handle and protect any product or merchandise incidental to the use of interment rights with reasonable precautions and care that the purchaser may direct. However, the cemetery Management does not assume any warranty that may be expressed or implied by the seller, agent or manufacturer of caskets, vaults, memorials or other items that are purchased from someone other than Our Lady Queen of Peace Catholic Cemetery.

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, an act of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots or order of any military or civil authority.

G. The cemetery Management is hereby empowered to enforce all Rules and Regulations and to exclude from the property and person violating same. The

cemetery management has control of all grounds and buildings and, at all times, shall have supervision and control of all persons in the cemetery, including conduct of funerals, other services, traffic, employees, license holders and visitors.

H. Our Lady Queen of Peace Catholic Cemetery, through its Board of Directors 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 and regulation with respect to its Cemetery or anything pertaining thereto.

If any of the rules and regulations contained in these Rules and Regulations of Our Lady Queen of Peace Catholic Cemetery shall be held to be invalid by any court or regulatory arm of the government, then these Rules and Regulations shall be interpreted as if such invalid rule or regulation were not contained therein.

The above Rules and Regulations were approved and adopted by Our Lady Queen of Peace Cemetery of the Diocese of Palm Beach, Inc. and its Board of Directors with the approval and consent of legal counsel.
