



Rules and Regulations Rev. 10/29/2013

Our Lady of Prompt Succor Cemetery

PREAMBLE

The Catholic Cemetery is a sacred place.

As the last resting place of the members of the family of God, the Church solemnly blesses Her Cemeteries and dedicates them to the service of God and His people. This concern for the burial place of Her children is an outgrowth of the deep respect and reverence She holds for the human body which is the dwelling place of the soul during man's life on earth and shares in his life in eternity.

When Christ rose from the dead, He gave to man a promise and a guarantee of his own resurrection one day. In Her Masses for the deceased and in the prayers of the funeral services, the Church voices Her belief in "the resurrection of the body and life everlasting." In the same spirit, She sets aside and makes sacred the final resting places in which the bodies of Her children await the day of their resurrection.

The Rules and Regulations which follow have been adopted by Our Lady of Prompt Succor Cemetery for the mutual protection of the plot-owners and the Church itself Whose responsibility it is to manage and maintain this Cemetery. They are intended to safeguard the sacredness of the Cemetery, to promote its beauty and attractiveness and to honor our beloved dead.

The Rules and Regulations also seek to protect the rights and interests of plot or crypt owners and other patrons of our Cemetery. They are the result of many years of practical experience in the management and maintenance of Catholic Cemeteries. They are based on the conviction that only if our Parish Cemetery Management and the plot-owners both recognize a common interest and a mutual responsibility will our Cemetery become and remain forever the beautiful and sacred place demanded by our Faith.

Adopted by resolution of the Parish Cemetery Council of Our Lady of Prompt Succor Church in Coteau, Louisiana on May 10, 2007.

All present plot owners and all persons entering the Cemetery; all plots, crypts, memorials, etc. which have been sold or will be sold shall be subject to these Rules and Regulations and such amendments or alterations as may be adopted by the Parish Cemetery Council of Our Lady of Prompt Succor Church. The reference to these Rules And Regulations in the document conveying the right of ownership and of interment shall have the same force and effect as is set forth therein.

Definitions

Above Ground Burial or Interment: the entombment of a deceased person in a vault, crypt, tomb or mausoleum erected on a plot above the normal level of ground.

Cemeterian: the person in charge of conducting the various business operations and services of our cemetery.

Cemetery: one or all of the properties dedicated to the burial of the dead adjacent to Our Lady of Prompt Succor Church.

Cemetery Dues: the normal upkeep on a yearly basis of a plot, tomb, coping, etc. offered for a fee as a service by the Management. It does not include painting or any repairs of any kind.

Cemetery Management: the person or persons duly appointed and authorized to manage and direct the cemetery owned and operated by Our Lady of Prompt Succor Catholic Church within the jurisdiction of the roman Catholic Diocese of Lafayette. The Pastor of Our Lady of Prompt Succor Catholic Church, the Parish Cemetery Council, the Cemeterian and the Sexton are included in the term "Management".

Cemetery Office: located in the rectory of Our Lady of Prompt Succor Catholic Church at 2409 Coteau Rd. (Highway 88, Coteau), New Iberia, Louisiana, 70560.

Contractor(s): architects, builders, cleaners, letter cutters, pavers, gardeners, etc., or their agents or employees.

General Care: the ordinary maintenance of the Cemetery and Mausoleums.

Ground Burial or Interment: an interment made in a coping or underground vault.

Interment: the disposition of the remains of a deceased person either temporarily or permanently.

Legal Custodian of Remains: in the instance of interment, the surviving spouse or the next of kin as provided under the law; after interment the legal custodian shall be the plot owner of the burial place according to the Cemetery records.

Lot, Plot, Crypt, Burial Place: these or similar terms shall be used interchangeably, shall include any structure thereon and shall apply with like effect to one or more adjoining lots, plots, etc.

Memorial: may be either a mausoleum, tomb, coping, monument, marker, headstone, tablet, crypt front for one or more deceased persons.

Pastor: the person in charge of our Cemetery.

Perpetual Care: the continuous upkeep and maintenance including painting, cleaning and repairs, of a coping, tomb or other burial place performed by the Cemetery under an irrevocable contract negotiated with Management.

Plot Owner: includes a person or persons who have purchased interment or entombment rights or own same by right of inheritance or transfer. The "Plot Owner" does not acquire a proprietary interest in the land on which the burial place is situated; he does acquire full proprietary ownership of the coping, tomb or other improvements erected thereon and is solely responsible for maintenance and repairs to all improvements.

Receiving Vault: a crypt owned by the Cemetery in which a body is interred temporarily, usually for a rental fee to await permanent burial.

Sexton: the person(s) charged with the daily care of the cemetery at the express direction of the pastor.

1. Rules Generally

- a. Purpose – These rules and regulations are designed for the protection of Our Lady of Prompt Succor Cemetery and its “owners” of interment rights as a group. They are not intended to be restraining, but rather a way of preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect Our Lady of Prompt Succor Cemetery (the “cemetery”), and create and preserve its beauty. All “owners” of interment rights, visitors and contractors performing work within the cemetery, shall be subject to said rules and regulations, amendments or alterations as shall be adopted by the cemetery from time to time.
- b. Modifications and Amendments – The cemetery may, and hereby expressly reserves the right, at any time, with or without notice to owner, to adopt new rules and regulations or to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these rules and regulations.
- c. Suspension of Rules in Special Cases – Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of the rules and regulations when, in its judgment, the same appear advisable; and such exception, suspension or modification shall in no way be construed as affecting the general application of such.
- d. Scope and Effect of Rules and Regulations – All owners and persons within the cemetery, and all spaces sold, shall be subject to these rules and to such other rules, amendments or alterations as shall be adopted by this cemetery. The reference to these rules in the deed or certificate of ownership shall have the same force and effect as if set forth in full in such deed or certificate of ownership.
- e. Application of Louisiana Cemeteries Act – Except as expressly provided in the agreement with owner, which incorporates these Rules and Regulations by reference, the provisions of the Louisiana Cemeteries Act, R.S. 8:1 et seq., apply.
- f. Care of Cemetery Reserved to Our Lady of Prompt Succor Cemetery – All grading, landscape work, improvements of any kind, and all care of spaces, mausoleums, niches, crypts, memorials and adjacent areas shall be done, and all trees, shrubs and herbage of any kind shall be planted, trimmed, cut or removed, and all openings and closings of spaces, and all interments, disinterments and removals shall be made, only by the cemetery.
- g. Time and Charges – All interments, disinterments and removals must be scheduled and made in the manner and upon such charges as fixed by the cemetery.
- h. Payment of Service Charges – Arrangements for the payment of any and all indebtedness due the cemetery must be made before interment will be made in any space. The charges for all cemetery services shall be determined by the cemetery management, and they must be paid at the time of the issuance of the order of interment or disinterment and removal. All charges past due will bear interest at the rate of one and one half (1½%) percent per month.
- i. Cemetery to Enforce Rules – The cemetery, through any authorized representative, is hereby empowered to enforce all rules and regulations, and to exclude from the property of the cemetery any person violating the same. The cemetery shall have charge of the grounds and buildings, and at all times shall have the right (but not the obligation) to exercise authority over all persons in the cemetery, including the conduct of funerals, traffic, employees, owners and visitors.
- j. Exceptions and Modifications – These rules may not be modified or waived except by the cemetery in writing.

2. Lot Owners and Ownership

- a. Nature of Ownership and Rights of Owners – Ownership is limited to a specific and limited right of use, which right consists of the right of interment and the right to use the ground space, mausoleum, niche or crypt(hereinafter sometimes collectively referred to as “space”) for a period of time, as established from time to time by cemetery management. The space can be used for no other purpose and cannot be divided. Should an owner die without a will or any known next of kin, and not utilize the space, the space shall revert to the cemetery.
- b. Effect of Authorization – Louisiana law (R.S. 8:656) provides that any person signing any authorization for the interment or cremation of any remains warrants the truthfulness of any fact set forth in the authorization, the identity of the person whose remains are sought to be interred or cremated, and his authority to order the interment or cremation; and such person shall be personally liable for all damage occasioned by or resulting from breach of such warranty.
- c. Certificate of Space Ownership – A deed or certificate of ownership shall be issued to each owner on full payment of the purchase price. Every space shall be subject to the rules, conditions and restrictions imposed by the cemetery. The deed certificate of ownership and these rules and any amendments to such rules shall be the sole agreement between the cemetery and the owner, and no statement of any sales agent or representative contrary to such rules shall bind the cemetery.
- d. Notice to Cemetery on Death of Owner; Name of Heir – Within ninety (90) days after the death of the registered owner of a ground space, mausoleum, niche or crypt, the cemetery should be given the name and address of the new owner, together with satisfactory evidence of ownership. If the registered owner died intestate, an acknowledged statement by someone satisfactory to the cemetery should be provided, giving the names and addresses of all the owner’s heirs and next of kin.
- e. Notice of Change of Address of Owner – The space owner must notify the cemetery of any change of address. Any written notice sent to an owner at the last address on file in the office of the manager of the cemetery shall be considered sufficient legal notice.
- f. Owner’s Use of Cemetery Roads and Walks; Access to Cemetery Grounds – No easement or right of way is granted to any owner in any road, drive, alley, or walk within the cemetery. Such road, drive, alley, or walk may be used as a means of access to the cemetery or buildings, only as long as and to the extent the cemetery devotes it to that purpose. Owners and their families and friends shall be allowed access to the cemetery grounds only in accordance with these rules.
- g. Rule Concerning Payment of Purchase Money – The purchaser of a space shall not have any rights in or to such space until the purchase price for such space shall have been paid in full and a deed or certificate of ownership issued. In case of default by owner (or purchaser), the cemetery, in addition to all other rights, shall have the right to declare the agreement with owner/purchaser rescinded and to retain all payments as liquidated damages. The cemetery also reserves the right to move the deceased to another space if the designated space is not paid for when due.
- h. No Interment or Memorial Permitted Unless Property Paid For; Liquidated Damages – No interment shall be permitted or memorial placed in or on any property not fully paid for except by special consent of the cemetery in writing in each and every case, and in the event such consent of the cemetery is given, any and all interments or memorials placed in or on said property shall be considered temporary, and no rights shall be acquired by the purchaser of said interment or interments until such property is fully paid for in cash, including principal and interest; and in case the purchaser of said property shall fail to meet all payments within thirty days after the same are demanded by the cemetery, said demand to be given by mailing notice to the purchaser to his address as it

appears on the records of the cemetery, then in addition to all other rights, the cemetery may re-enter said property, take possession thereof, and terminate the rights of the purchaser therein. The cemetery, thereupon, shall be released from all obligations there under, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The cemetery also reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to remove to single graves, to be chosen by the cemetery, each of the remains then interred in said property. The cemetery, further, shall have the right to remove any memorial that may have been placed on said space.

- i. Prohibition Against Burial of Strangers – No one shall be interred in the cemetery who does not have an interest in such space, except by written consent of the interested parties and of the cemetery; provided, however, a relative of any record owner may be buried as provided in these rules or in the laws of the State of Louisiana.
- j. Deposit Required – A deposit as fixed by the cemetery shall be required at the time of placing the remains in a crypt for temporary entombment. Upon failure to make suitable arrangements for the final disposition of the remains within six months, or upon failure to pay rental, the cemetery may, in its discretion, remove the body and inter it in a single grave space after first having mailed a registered letter to the last address shown on its records of the person who made the placement, stating its intention of making said removal, and retain said deposit as liquidated damages.
- k. Restriction of Space to Burial – A space is not to be used for any other purpose than as, a place of burial for the dead or as a memorial to the dead.

3. Conduct of Persons Within Cemetery

- a. Admission to Cemetery – The cemetery is a private corporation. The cemetery reserves the right to refuse admission to any one not an

owner and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the cemetery may deem objectionable to the best interest of the cemetery.

- b. Cemetery in Charge of Funeral – All funerals, on reaching the cemetery, shall be subject to the direction of the cemetery.
- c. Contraband – Bringing lunches, beer or intoxicating liquors within the cemetery is strictly forbidden. No boxes, shells, toys, glassware, sprinkling cans, receptacles or similar articles will be permitted on or near any space.
- d. Must Use Gates – No one shall enter or leave the cemetery except on an open, paved road through an open gate. Workmen of any kind shall stop at the church office during regular business hours, state their business and obtain a permit to proceed. They shall obtain a permit from the cemeteterian before engaging in any activity whatsoever.
- e. Use of Motor Vehicles – Trucks and other motor vehicles shall be driven only upon such roads as the cemetery may designate.
- f. Trespassers on Cemetery Spaces – Only the owners and their relatives shall be permitted on a cemetery space. Any other person thereon shall be considered a trespasser and the cemetery shall owe no duty to said trespasser to keep the property in a reasonably safe condition.
- g. Children – Children under sixteen years of age shall not be permitted in the cemetery, or its buildings, unless accompanied by proper persons to take care of them.
- h. Flowers, etc. – All persons in the cemetery are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants, or feeding the birds or fish or other animal life.
- i. Refreshments – No person shall be permitted to have refreshments within the cemetery, and the bringing of intoxicating liquors into the grounds is strictly forbidden.
- j. Lounging on Grounds – No person shall be permitted to sit or lounge or loiter on any of the

- grounds, graves or monuments in the cemetery, or in any of the buildings.
- k. Loud Talking – No loud talking or other boisterous or unseemly conduct shall be permitted on the cemetery grounds.
 - l. Rubbish – The throwing of rubbish on the drives and paths or any part of the grounds, or in the buildings, is prohibited. Receptacles for waste materials are located at convenient places.
 - m. Automobiles and Trucks – Automobiles shall not be driven through the grounds at a speed greater than five miles per hour. Automobiles are not allowed to park or come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral. Vehicles must not be turned around in the avenues. Funeral directors will be held responsible for the action of all vehicle drivers or others employed by them while within the grounds of the cemetery. Heavy trucks or vehicles with heavy loads shall not enter the grounds without first procuring a permit from the cemeterian. They are prohibited from driving on the main avenue.
 - n. Bicycles and Motorcycles – No bicycles or motorcycles shall be admitted to the cemetery except such as may be in attendance at funerals or on business.
 - o. Peddling or Soliciting – Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the cemetery, is positively prohibited within the cemetery.
 - p. Firearms – No firearms shall be permitted within the cemetery.
 - q. Notices and Advertisements – No signs or notices or advertisements of any kind shall be allowed in the cemetery, unless placed by the cemetery.
 - r. Dogs – Dogs are not allowed on the cemetery grounds or in any of the buildings except for those persons who are visually impaired.
 - s. Hours Grounds and Office Are Open – The cemetery grounds and mausoleum buildings shall be open as determined from time to time by the cemetery. The grounds and mausoleum building shall be open from 7:00 A.M. until sunset each day until changed by the cemetery, and the cemetery office shall be open from 9:00 A.M. to 1:00 P.M. Tuesday through Thursday. The cemetery office, however, shall be closed on legal holidays. No one except an employee of the cemetery shall be allowed on the grounds after closing hours.
 - t. Defacing Prohibited – All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial, or in any way deface the grounds of the cemetery.
 - u. No Payment to Employees – No money shall be paid the cemetery employees except by the cemetery. The entire time of the persons regularly employed on the grounds belongs to the cemetery. Visitors and “owners” must not otherwise engage them. All orders, inquiries and complaints must be made at the cemeterian’s office.
 - v. Improprieties – It is of the utmost importance that there be strict observance of all proprieties in the cemetery, whether embraced in these rules or not. No improprieties shall be allowed and the cemetery shall have power to prevent improper assemblages and boisterous and unseemly conduct.
 - w. Strict Enforcement – All persons are reminded that the grounds are sacredly devoted to the burial of the dead, and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of trespass, wanton injury, disturbance and disregard of the rules.
 - x. Contractors and Workmen – The cemetery will not allow work of any description to be done or placed upon a space, unless written order from the owner is presented and a permit has been obtained from the cemetery office. This rule applies to the cutting of inscriptions, cleaning and setting of monuments and markers, et cetera, and also the removal of anything from a space. Contractors (monument dealers) and their employees will not be permitted to work in the cemetery on Saturdays, Sundays or legal holidays, or before seven o’clock A.M. or after sunset on

weekdays. All orders taken for work and all work done shall be subject to and in accordance with the rules and regulations of the cemetery. The cemetery reserves the right to suspend any and all work without notice when in the opinion of the cemetery there is a failure to conform to the rules and regulations prescribed, or for any other reason such as: failure to make proper preparation to do the work contemplated; failure to provide efficient tools and machinery; conduct of the work in such a manner as to endanger life or property; failure to comply with any reasonable request of the cemetery personnel in the conduct of the work; or failure to execute the work according to specifications, et cetera. Before starting to set any monument or memorial work, contractors must first submit same for inspection to the cemetery and no such work may be started without a permit. Monuments must not be brought to the grounds, nor monumental construction begun on the day preceding a Sunday or holiday, nor on any day when the roads or grounds are in a soft or wet condition. No heavy hauling will be allowed in wet weather, and when heavy material is to be moved over the lawn, planks must be laid to protect the lawn from injury. Materials for erecting work will not be allowed on the grounds until proper foundations are in readiness. Inquiry should be made in advance to determine if foundation is ready. All work of erecting must be done as rapidly as possible and material not used must be removed as the work is completed. Workmen must not scatter material over adjoining spaces or leave same on the grounds any longer than is absolutely necessary. Ropes or lines must not be attached to trees, shrubs or other objects in the cemetery without permission of the cemetery. No post or anchors shall be sunk in the ground without the permission of the cemetery, and then only in spots specifically designated. To maintain a neat appearance, material in large quantities will not be allowed to be brought into the cemetery in advance of its immediate use.

4. Vaults, Niches and Crypts

- a. Temporary Only – Receiving vaults are for temporary use only. Under no circumstances shall a body placed in a receiving vault be considered as interred or buried.
- b. Removing or Embalming Remains – The cemetery reserves the right, without notice, to move and/or remove from its vaults and cremate or inter any remains not in a good state of preservation, or when the condition of the body renders its interment necessary. The cemetery may also permit an embalmer to do preservative work on remains when such work appears appropriate and necessary.
- c. Remains of Person with Infectious or Contagious Disease – At the discretion of the cemetery, 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. Vaults – Only concrete or fiberglass vaults approved by the cemetery will be permitted to be used for burial; however, a vault of concrete liner quality or better must be used for each burial. Wooden vaults are forbidden.
- e. Enclosure of Casket – In every earth interment, the casket shall be enclosed in a concrete box or vault, or in an outer wall of concrete, the actual installation of which shall be made by the monument company.

5. Time of Interment

- a. Prior Notice – The cemetery reserves the right to receive at least eight (8) hours' notice before any cremation or interment, disinterment or interment service, and at least three (3) days' notice prior to any disinterment or removal.
- b. Prohibition Against Interment and Other Activities on Sundays and Holidays – Interments, disinterments or removals shall be permitted at the discretion of the pastor. No interments or interment service shall be held on Christmas, Good Friday or Easter.

- c. Postponement by Cemetery – The cemetery may postpone an interment until a more expedient time if the remains arrive at the cemetery entrance after 4:00 p.m., or if, in the sole determination of cemetery, too many funerals are to occur at or about the same time.

6. Interment and Disinterment

- a. Rearrangement and Reuse – The cemetery reserves the right to move, remove and rearrange remains for purposes of rearrangement, reuse or to correct an error. Except in certain situations enumerated by statute (R.S. 8:660) Louisiana law (R.S. 8:659) provides that the remains of a deceased person may be moved from a cemetery space to another cemetery space in the same cemetery or to another cemetery with the consent of the cemetery authority and the written consent of the following, in the order named, unless other directions, in writing, have been given by the decedent:
 - i. The surviving spouse, if not judicially separated from the decedent.
 - ii. The surviving adult children of the decedent, not including grandchildren or other more removed descendants.
 - iii. The surviving parents of the decedent.
 - iv. The surviving adult brothers and sisters of the decedent. (Other instructions have been given by owner in the agreement transferring ownership of the right to use. If additional required consent is necessary but cannot be obtained, a final judgment of the district court of Iberia Civil Parish shall be required.
- b. Authorization by Owner – The cemetery may cremate, inter or open a space for any purpose on written authorization by any record owner made out on forms approved by the cemetery office and duly filed, unless there are written instructions to the contrary on file in the cemetery office. Notwithstanding anything herein to the contrary, the cemetery may move, rearrange, disinter and/or re-enter for reasons deemed necessary by the cemetery or because of failure to pay a legitimate debt.
- c. Payment – All charges for cemetery services must be paid at the time of issuance of the order of interment or disinterment and removal.
- d. Limitation of Number of Bodies in Burial Space – Not more than one body, or the remains of more than one body, shall be interred in one space unless authorized in the written purchase agreement, or except by written consent of the cemetery office, and provided proper identification is made of such interment or interments on one regulation crypt, niche, memorial or marker.
- e. Limitation of Interment to Members of Organization Owning Space – Where a space is owned by a church, lodge or other organization, interments shall be limited to the members of such church, lodge or other organization, and to their husbands or wives, and to immediate members of their families.
- f. Opening and Closing of Graves – The charges for opening and closing a grave and for keeping cemetery spaces in order will be regulated by the cemetery from time to time.
- g. Burials in Spaces with Unpaid Charges or Assessments – No interment will be permitted to be made in any space against which there may be any unpaid charges or assessments.
- h. Written Permission Prior to Burial – The cemetery reserves the right to refuse interment in any space and to refuse to open any burial space for any purpose, except on written application by the owner of record made out on blanks provided by the cemetery office and duly filed. No interment can take place without a written permit from the cemetery. Such written permit shall contain the name, age, cause of death, date of death, date of burial and nativity of deceased, and whether married or unmarried.
- i. Depth and Space Between Graves – The cemetery reserves the right to establish minimum spacing between ground spaces as well as to all other matters involving the location of spaces.

- j. Burial Permits – Undertakers must furnish the cemetery office with the proper permits before any interment will be permitted.
- k. Written Consent Prior to Disinterment – All disinterments must be made under the direct authorization and supervision of the cemetery office. The cemetery shall assume no liability for damage to any casket, burial case or urn, vault or concrete box incurred in making removals. Any person desiring to disinter a body from the space of another must present a written permit signed by the “owner” for such removal and also himself sign a request to have such removal made. These shall remain on file in the cemetery office.
- l. May Obtain Larger Space – A body, or cremated remains, may be removed from its original space to a larger or better space in the cemetery, by heirs or successors in interest, when there has been an exchange or purchase for that purpose.
- m. Subject to Laws – Besides being subject to these rules and regulations, all interments, disinterments and removals are made subject to the orders and laws of the properly constituted authorities of the city, civil parish and state.

7. Rules of Cemetery Governing Monuments and Memorials

- a. Specifications – All foundations for monuments and memorials shall be installed under the direction of the cemetery office. When existing entrance sills must be removed to make way for an interment, they shall not be replaced unless foundations are first installed under the direction of the cemetery office. No stone of any kind is permitted.
- b. General Rules Concerning Erection of Memorial – Only one memorial shall be erected per cemetery space or on any number of contiguous spaces held by the same owner, except by special written permission of the cemetery office.
- c. Memorial and Marker Specifications – Consult with the cemetery management for memorial specifications.
- d. Right to Remove Offensive Memorials or Inscriptions, Correction of Errors – If any memorial, or inscription is determined by the cemetery to be out of character with the sacred nature of the grounds, offensive, improper or injurious to the appearance of the surrounding lots or grounds, the cemetery reserves the right to enter such space and cause the removal of the offensive or improper object or objects at the expense of the owner. The cemetery also reserves the right to correct an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremated remains.
- e. Charges for Repairs; Notice to Owner – If it becomes necessary to repair or reconstruct any memorial, or any portion of any such memorial associated with a ground space, mausoleum, niche or crypt, which has been damaged, the cemetery shall give a thirty (30) day written notice of the necessity for such repair to the owner of record. The notice shall be given by mail addressed to the owner of record at the address stated on the books of the cemetery office. If the owner fails to repair the damage within a reasonable time, the cemetery may direct that the repairs be made, and charge the expense against the space and to the owner of record.
- f. Number of, and Specifications for, Urns in Niche – All remains placed in niches must be in sealed containers, and only one memorial urn may be placed in an open-face niche, unless such niche has been purchased with the written agreement that more than one urn may be placed therein.
- g. Government Markers – The United States government furnishes markers for the graves of veterans. The flat type, bronze is permitted. Space owners will be assessed a fee for installation and continual care of all bronze memorials.
- h. Resetting – When any memorial has been set in place, it shall not be removed from there without written permission of the cemetery office. Such permission will be granted only upon filing with

the cemetery the owner's written consent to the removal, and in the case of resetting, payment of the resetting charge. However, when the memorial has been placed in violation of any of these rules, the cemetery reserves the right to remove it or have it removed at the owners expense.

8. Adornment and Decorations

- a. Crypt or Niche – All fittings, adornments, urns, inscriptions and name plates for crypts or niches are subject to the approval and control of the cemetery.
- b. Trees and Shrubs; Removal – If any tree or shrub on any space encroaches or otherwise disturbs in any way the adjoining space, avenue or walk, the cemetery reserves the right to enter such space and remove the tree or shrub, or any part of such tree or shrub. No tree growing on any space or border shall be injured or removed by any person without consent of the cemetery.
- c. Certain Ornaments Prohibited – The placing of boxes, cans, shells, toys, metal designs, ornaments, signs, cards, ads, chairs, settees, vases, glass, wood or iron cases, concrete urns, concrete planter boxes, artificial, dyed or preserved flowers, photographs, souvenirs, wreaths, flags, concrete benches, pictures and similar articles or any article other than the approved memorials, upon spaces shall not be permitted, and if so placed, the cemetery reserves the right to remove same without notice to the owner and consider the same as abandoned. All items, other than fresh flowers, placed at or near a space shall be deemed abandoned and may be removed and disposed of by the cemetery without notice.
- d. Cemetery Space Enclosures – All cemetery space enclosures are prohibited. No space shall be enclosed with a hedge, coping or fence.

9. Care

- a. Prohibition Against Raising or Depressing Surface of Spaces – Owners are prohibited from raising or depressing the surface of their space,

above or below the surrounding ground, except by special permission of the cemetery.

- b. Work to Be Done by Cemetery – All grading, landscape work and improvements of any kind, including all care on spaces, shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed, and all openings and closings of spaces, and all interments, disinterments and removals shall be made by the cemetery, unless the express written consent of the cemetery for specific projects shall be first secured.
 - c. Charges for Opening and Closing Graves – All charges for opening and closing graves and for keeping cemetery spaces in order, will be regulated by the cemetery and may be changed from time to time by the cemetery, without notice.
 - d. Floricultural Work – All the floricultural and kindred work, including the planting of shrubs, bushes and trees, shall be done by the cemetery, at the expense of the owner or owners of the space, and no one but those authorized by the cemetery will be permitted to engage in such work.
 - e. Graves and Maintenance – The cemetery shall have full right to fill and level graves and plant grass thereon in order to preserve the beautiful park-like appearance of the lawns and grounds as a whole and to assure the perpetual maintenance of the cemetery.
- ## 10. Special Care
- a. General Care – The general care of the entire cemetery grounds and lots is assumed by the cemetery. This, however, does not provide for any special care. Estimates for any special care will be made by the cemetery upon application, and charges for the work must be paid in advance.
 - b. Special Care – “Special care” shall include only those specific services set forth in special care agreements between the cemetery and owner. It may include the improvement or embellishment of all or any part of the cemetery or any space in

- it, the erection, maintenance, removal, repair or preservation of any memorial structure, the planting and cultivation of flowers, trees, shrubs or plants in and around the cemetery, or any part of the cemetery, special care of flower beds, and the placing of floral decorations at specific dates or any other date requested, including the special care or ornamenting of any space, section or building, or any portion thereof, in the cemetery, or any other purpose or use not inconsistent with the purpose for which the cemetery was established or is being maintained.
- c. General Care Included – The purchase price of all interment spaces sold and to be sold in the cemetery or mausoleum includes an amount for continual, general care. This continual, general care means that within the limits permitted by the income derived from the continual care fund. Subject to the available funds, the cemetery will be developed and maintained in keeping with a well preserved burial park including the cutting of grass, and trimming of shrubs and trees at reasonable intervals; the procuring, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose, and replacing same when necessary; keeping in repair the drains, water lines, roads, buildings, fences and other structures, including features and embellishments of a general character applicable to the cemetery as a whole or to a particular area, painting, cleaning or otherwise preserving same at reasonable intervals, maintaining the necessary records of ownership and burials, and other necessary information.
 - d. Not Included in General Care – General care shall not include maintenance, repair or replacement of any memorial under any circumstances; nor the repair or replacement of buildings, structures or other property when the damage is caused by vandals, thieves, Act of God, common enemy, riots or by the order of any military or civil authority; or acts beyond the control of the cemetery.
- 11. Families and Co-owners**
- a. Right of Disposing of Remains – Louisiana law (R.S. 8:655) provides that the right to control interment, as defined in R.S. 8:1(26), of the remains of a deceased person, unless other specific directions have been given by the decedent in the form of a written and notarized declaration, vests in and devolves upon the following in the order named:
 - i. The surviving spouse, if not judicially separated from the decedent.
 - ii. A majority of the surviving children of the decedent, not including grandchildren or other more removed descendants.
 - iii. The surviving parents of the decedent.
 - iv. A majority of the surviving adult brothers and sisters of the decedent.
 - v. A majority of the adult persons respectively in the next degrees of kindred as established in Civil Code Article 880 et seq. (In the event that the decedent has made multiple declarations of interment, the last declaration shall control.)
 - b. Family Space – In a family space, one grave, niche or crypt may be used for the owner’s interment, and one for the owner’s surviving spouse, if any, who by law has a vested right of interment in it. Of those persons remaining, if any, the parents and children of the deceased owner, in order of death, may be interred without the consent of any person claiming an interest in the space. (Any person who claims a right of interment in a family space may waive such right in favor of any relative, or spouse of a relative, of either the deceased owner or of his or her spouse, and on such waiver the remains of the person in whose favor the waiver is made may be interred in the space.)
 - c. Spouse – A spouse of an owner, who is not a co-owner on the records of the cemetery, has no right of interment in a space. To the extent the spouse of an owner of any family space that contains more than one interment space has a vested right of interment in the space, only a final decree of divorce or dissolution of

marriage between the owner and his or her spouse will divest the spouse of the vested right of interment.

- d. Restrictions on Parties Entitled to Be Interred in Space – In the absence of the prior, written and express consent of the cemetery, no person other than the original owner and/or his or her relatives shall be allowed to be buried in such space.
- e. Co-owner – A conveyance to two or more persons as co-owners gives each co-owner a vested right of interment in the space conveyed. On the death of a co-owner, the title to the right of use held in indivision immediately vests in the surviving co-owner, subject to the vested right of interment of the remains of the deceased co-owner. (An affidavit by any knowledgeable person establishing the death of one co-owner and the identity of the surviving co-owners named in the deed to any space, when filed with the cemetery, shall be complete authorization to the cemetery to permit the use of the unoccupied portion of the space in accordance with the directions of the surviving co-owners or their successors in interest.)
- f. Co-owners' Designee – When two or more persons own a space, or have rights of interment in such space, they may designate one or more persons to represent the space and file written notice of designation with the cemetery. In the absence of such notice or of written objection to its so doing, the cemetery is not liable to any owner for interring or permitting an interment in the space on the request or direction of any co-owner of the space.

12. Transfer of Space

- a. Record of Ownership and Transfers – No transfer of any space shall be complete or effective until actually recorded in the official records of the cemetery.
- b. Conditions Whereby Individual Space Becomes Inalienable as Family Space – A space transferred by deed or certificate of ownership to an owner

becomes inalienable and shall be held as the family space of the owner when:

- i. An interment of the remains of an owner or of a relative of an owner is made, and
 - ii. The owner dies without making disposition of the space either in his or her will, by specific devise, or by a written declaration filed and recorded in the office of the cemetery; or
 - iii. The owner dedicates the space as a family space in the records of the cemetery.
- c. Descent of Space to Heirs – If no interment is made in an interment space that has been transferred by deed or certificate of ownership to an individual owner, or if all remains previously interred are lawfully removed, on the death of the owner, unless he or she has disposed of the space either in his or her will by a specific devise or by a written declaration filed and recorded in the office of the cemetery authority, the space descends to the heirs at law of the owner, subject to the rights of interment of the decedent and his or her surviving spouse.
 - d. Remuneration for Interment in Space Prohibited – The demand for or receipt of any compensation by a space owner for interment in a space owned by him or her is prohibited.
 - e. Prohibition Against Removal of Remains by Heirs – Removal by heirs of interred or cremated remains so that the space or niche may be sold for profit to themselves, or any removal contrary to the expressed or implied wishes of the original owner, is forbidden.
 - f. Rule Against Posting of “For Sale” Signs – No sign indicating that a space is “For Sale” will be permitted on the cemetery grounds.
 - g. Consent of Cemetery – No transfer or assignment of any space, or interest therein, shall be valid without the consent in writing of the cemetery first endorsed upon such transfer or assignment, and thereafter recorded on the records of the cemetery. Information forms must be signed by new owner at the office of the cemetery, and transfer fee as fixed by the cemetery paid, and the transfer recorded on the

records of the cemetery before a transfer from one owner to another shall be valid. There will be a charge for the issuing of a duplicate deed, after proper notification to the cemetery by a notarized affidavit from the owner.

- h. Authorization of One Owner Sufficient – The cemetery reserves the right to make an interment of any member of the immediate family of any one of several owners upon written authorization of any owner and to refuse interment of any other person without the written consent of all owners who are recorded as such on the records of the cemetery.
- i. Removal for Profit Prohibited – Disinterment by the heirs or successors in interest of a body or cremated remains so that the space may be sold for profit to themselves is forbidden.

13. Limitation of Cemetery Liability

- a. Right of Cemetery to Rely on Authorization – Louisiana law (R.S. 8:657 provides that the cemetery may inter or cremate any remains upon the receipt of a written authorization of a person representing himself to be the person who has the prior right to control the disposition of the remains in accordance with R.S. 8:655. The cemetery shall not be liable for interring or cremating pursuant to such authorization unless it has actual notice that such representation is untrue.
- b. Rights of Cemetery on Default in Payment by Purchaser – Interments or the placing of memorials in or on any space not fully paid for is not permitted except by special written consent of the cemetery in each case, and in the event such consent is given, all interments or memorials in or on such property shall be temporary. A note shall not be considered as payment, and no rights shall be acquired by the purchaser until such space is fully paid for in cash, including principal and interest. In case the purchaser fails to meet all payments within ten (10) days after demand (written notice by certified mail) by the cemetery, in addition to all other rights and remedies, the cemetery may re-

enter such property and hold it as its own. The cemetery shall then be released from all obligations concerning such property and may retain payments made toward the purchase of such property as liquidated damages. The cemetery reserves the right, without notice and at its discretion, to cremate or to remove to single graves, to be chosen by the cemetery, each of the remains then interred in such property. The cemetery shall also have the further right to remove and treat as abandoned any memorial placed on such property.

- c. Non-liability of Cemetery for Delay in Case of Protest to Interment or Noncompliance with Rules – The cemetery shall not be liable for any delay in interment where a protest to the interment has been made or where the rules of the cemetery have not been complied with. The cemetery reserves the right, under such circumstances, to place the body in a receiving vault until the problems have been resolved. The cemetery may require any protest to be in writing and to be filed in the office of the cemetery.
- d. General Change of Layout of Cemetery – The cemetery, from time to time, may lay out or alter any avenue or walk in the cemetery, or change the layout of cemetery spaces not sold, and may make such rules and regulations for the government of the grounds, or the management or conduct of the cemetery, or the spaces within the cemetery as it may deem requisite and proper to secure and promote the general objects of the cemetery, and alter or amend the same, from time to time.
- e. Noncompliance with Interment Instructions – The cemetery shall not be responsible for compliance with any order not in writing, or for any mistake due to the lack of precise and proper instructions as to the particular space, size and location in a space where interment is desired.
- f. Permits, Identification and Embalming – The cemetery shall not be responsible for the interment permit nor for establishing the identity of the person sought to be interred or cremated;

- nor shall the cemetery be liable for the embalming of the body.
- g. Orders Given by Telephone – The cemetery shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space and location in a space where interment is desired.
 - h. Damages Resulting from Disinterment – The cemetery shall exercise due care in making a disinterment and removal, but shall assume no liability for damage to any body, casket, burial case or urn in making the disinterment and removal.
 - i. Errors May Be Corrected – The cemetery reserves and shall have, the right to correct any errors that may be made by it in making either interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof, other interment property of equal value and similar location as far as possible, or as may be selected by the cemetery, or, in the sole discretion of the cemetery, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property the cemetery reserves, and shall have the right to remove and transfer such remains so interred to such other property of equivalent value and similar location as may be substituted and conveyed in lieu thereof. There shall be no liability on the part of the cemetery for damages or for any remedy other than the correction of the error or refund of the purchase price, at the option of the cemetery the owner agrees to defend, indemnify and hold the cemetery harmless from and against any claims by any persons seeking a remedy or damages other than the correction of error or refund of the purchase price.
 - j. Not Responsible for Permit or for Identity – The cemetery shall not be liable for the identity of the person sought to be interred.
 - k. Cemetery Not Responsible for Vandalism and Other Acts – The cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its control, and especially from damage caused by the elements, an Act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots or order of any military or civil authority, whether the damage be direct or collateral.
 - l. Liability of Cemetery for Urns in Niche – The cemetery shall not be liable or responsible for any container, receptacle or urn placed in any niche.
 - m. Security – Owners and visitors to the cemetery do so at their own risk. Remains and other property are placed in the cemetery at the owners sole risk. The cemetery does not provide security.
 - n. Right of Cemetery to Select Interment Space in Absence of Proper Instructions – When instructions from the owner regarding the location of an interment or disinterment cannot be obtained, or are indefinite, the cemetery may take such action as it deems proper, and the cemetery shall not be liable for any error made in connection with the decision regarding such actions.
 - o. Paupers – The cemetery reserves the right to inter and disinter paupers.