

Operating Rules and Regulations for St. John the Baptist Catholic Cemetery Arcadia, Iowa

Adopted by the Cemetery Team on 6 February 2019

A. General

1. Hours of Operation: Visitation Hours are 6:00 a.m. until 9:00 p.m.
2. General Conduct: St John the Baptist Parish reserves full control over the cemetery operations and management of land within the cemetery grounds. No person may damage, destroy, remove or deface any property within the cemetery. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
3. Cancellation of Purchase: Once a Burial Space Purchase Contract is signed, purchase price paid, and a Deed of Lot given, it will be considered a final sale and the buyer will not be able to cancel the purchase.
4. Liability: The Parish will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, monument, marker, or other article that has been placed in relation to an interment except for direct loss or damage caused by gross negligence of a Parish representative.
5. Pets or Other Animals: Pets or other animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
6. Right to Re-Survey: St. John the Baptist Parish has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or part of the cemetery, subject to approval of the appropriate authorities.

B. Burial of Cremated Remains

1. The Interment Rights Holder(s) must provide consent prior to a burial or an entombment taking place on their lot/plot. Should the Interment Rights Holder be deceased, authorization must be given by the person authorized to act on behalf of the Interment Rights Holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.
2. The servicing Funeral Director will be responsible for providing the necessary death information to the State of Iowa, however, the Interment Rights Holder(s) must supply the Parish with the information needed to complete the Parish Sacramental Records.
3. Payment for the purchase of a lot/plot must be made to the Parish before burial can take place.
4. The Parish shall be given a minimum of 24 business hours of notice for each burial of human remains or cremated human remains.
5. The opening and closing of graves, crypts and niches may only be conducted by Cemetery Operators or those designated or approved to do work on behalf of or at the cemetery.
6. Scattering of cremated remains is not allowed anywhere on any of the cemetery grounds.

C. Disinterment

1. Once cremated human remains are buried, they may not be exhumed to accommodate a casket or second cremains on the plot. Only in special circumstances when the removal of human remains has been ordered by certain public officials and/or

a certificate required by the designated state official under Iowa law is provided, will human remains be allowed to be disinterred. This may take place with or without the consent of the Interment Rights Holder and/or next of kin(s).

D. Memorialization

1. No memorial or other structure shall be erected or permitted on a lot/plot until all charges have been paid in full.
2. No monument, headstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Parish.
3. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
4. Cemetery Operators will take reasonable precautions to protect the property of Interment Rights Holder(s), but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
5. The Parish reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments. Care must be taken when placing headstones on single plots when not owning the full lot. These circumstances allow a maximum width of a 5' base placed exactly in the middle (on the west edge) of the plot so as not to interfere with a future headstone to be erected on the other plot owned by another individual of that lot.
6. All foundations for monuments and markers shall be constructed by contractors at the expense of the Interment Rights Holder(s).
7. Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to eliminate the risk of injury to someone. If expense is incurred, it will be the responsibility of the Interment Rights Holder(s).
8. The Parish reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by its cemetery committee.
9. A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by Parish staff including: dimensions, material of structure, construction details, and proposed location.
10. Only headstones will be allowed to be erected on the lots/plots. These markers must be erected on the west edge of the plot/lot only. No markers will be allowed at the foot (east) end or anywhere in the middle of the plot/lot. Any marker placed on any other part of the plot/lot will be removed at the expense of the Interment Rights Holder(s).
11. The minimum thickness for flat markers is at the discretion of the Parish.
12. All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).
13. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the Interment Rights Holder(s) and/or marker retailer have notified the Parish.

E. Plantings

A portion of the price of interment rights is trusted into the parish cemetery fund for future care and is used for all purposes allowed by Iowa code chapter 523I. Income generated from this fund is available to the Cemetery only according to Iowa law.

1. The Parish does not permit any permanent plantings of any kind, neither shrubs, trees, bushes, flowers, or embellishments, etc. on any plot/lot by anyone including

the Interment Rights Holder(s). If such plantings or items are placed on the plot/lot, the Cemetery will remove and dispose of them without notification.

F. Prohibited and Permitted Items

The Parish reserves the right to regulate the times and temporary articles which may be placed on lots/plots. Prohibited articles will be removed and disposed of without notification.

1. The Parish reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
2. Memorial wreath/flowers may be placed on graves in the cemetery for up to two weeks after Memorial Day. Those not removed by the deadline will be removed and disposed of by the cemetery operator without notification.

G. Resale/Transfer/Trade of Interment Rights

1. Purchasers of interment rights acquire only the right to direct the burial of human remains and cremated human remains, and the installation of monuments, markers and inscriptions. **The purchase of interment rights is not a purchase of Real Estate or real property.** No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the Deed of Lot has been executed. Only after a Burial Space Purchase Contract is completed and signed with the Interment Rights Holder(s) and payment to the Parish is made in full will a Deed of Lot be issued. Once final, the Parish will not approve requests from Interment Rights Holder(s) to trade lots/plots for other available ones.
2. The Buyer has the options of either reselling the interment rights to the lot/plot to a third party or transferring the interment rights back to the Parish without compensation.
3. Transfer of interment rights by the Interment Rights Holder(s) back to the Parish without compensation can be done at any time. The Interment Rights Holder can do so by returning the Deed of Lot to the Parish along with a signed statement indicating they are giving up their ownership of the rights on said lot/plot without compensation and are transferring these rights back to the Parish.
4. Any resale of interment rights shall be in keeping with Iowa Code Chapter 523A. An Interment Rights Holder wishing to resell their interment rights will be asked to advise St. John the Baptist Parish staff of their intention prior to seeking a third-party buyer. Upon approval, the owner shall provide the following items to the Parish (so that it may confirm the seller's ownership of the rights and to assure that no portion of the rights have already been exercised):
 - a) A Deed of Lot.
 - b) A written statement indicating that there are no burials or markers on the lot/plot.
 - c) An agreement signed by the Interment Rights Holder(s) and the third-party purchaser agreeing to the terms of the sale.
 - d) Any other documentation in the Interment Rights Holder(s) possession relating to the lot/plot.
5. The Parish will then:
 - a. Confirm that the person selling the interment rights is the person owning these rights on the cemetery records and that no burial has been made or memorial erected on the lot/plot.

- b. Check to see if the current Interment Rights Holder owes the Parish any money for previous burials, monuments, fees, etc. on this or other cemetery lots.
- c. Record the date of transfer of the interment rights to the third-party.
- d. Record the name, address and contact information of the third-party purchaser(s).
- e. Issue a new Deed of Lot and a copy of the Cemetery's Rules and Regulations to the third-party purchaser.

Upon completion of above, the third-party purchaser or transferee(s) shall be considered the current Interment Rights Holder(s) and the resale of the interment rights shall be considered final.

St. John the Baptist Cemetery may charge the Seller an administration fee to cover St. John the Baptist Parish costs associated with the handling of the resale of a lot/plot.

H. Contractor and Monument Dealers

Any contract work to be performed within the cemetery requires pre-approval of the Interment Rights Holder and the Parish before the work may begin.

1. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, as well as the location of the work to be performed. It is the responsibility of all contractors to supply this needed information to the Parish prior to commencing work at any location on the cemetery property.
2. All St. John the Baptist Cemetery by-laws apply to all contractors, subcontractors, or generally anybody doing work on the cemetery grounds.
3. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, without informing the Parish staff and receiving their prior approval to do so.
4. Contractors shall temporarily cease all operations if they are working during a funeral until the conclusion of the service. The Parish staff reserves the right to temporarily cease contractor operations at its sole discretion.
5. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface damage of all lots/plots affected.

EXHIBIT A - Definitions

Burial: The opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.

Burial Space Purchase Contract: The document signed by both a parish representative and a cemetery lot/plot buyer agreeing to the price, terms of the purchase and the rules and regulations of the cemetery.

By-laws: The rules and regulations under which the cemetery operates.

Care and Maintenance Fund: a portion of the purchase price of all Interment Rights that is set aside for future care of the cemetery in accord Iowa Law. Interest earned from this fund is to be used only according to Iowa Code chapter 523I.

Cemetery Operator: individual designated or approved to do work on behalf of or at the cemetery.

Contract: For purposes of these by-laws, all purchasers of interment rights must sign a Burial Space Purchase Contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Crypt: An individual compartment in a mausoleum for the entombment of human remains.

Deed of Lot: The document issued by the Parish to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Grave: Means any in-ground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, plot, niche or crypt and direct the associated memorialization.

Interment Rights Holder: Any person designated to hold the right to inter human remains in a specified plot.

Lot: For the purposes of these by-laws, a lot is a parcel of land measuring 10' x 12', containing two plots (north and south halves). Each plot (half) could possibly accommodate up to two graves.

Marker: Shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

Parish: St John the Baptist Catholic Church, Arcadia, Iowa or, if closed, it's new entity which manages St. John the Baptist Cemetery in Arcadia, Iowa.

Parish Representative/Staff: Individuals working for St. John the Baptist Parish.

Plot: For the purposes of these By-Laws a plot is either the north or south half of a lot. measures 5' x 12'.

Scattering: Shall mean the act of spreading of cremated remains over a designated area within a cemetery.