

# Saint Mary Help of Christians RULES AND REGULATIONS

These Rules and Regulations for Saint Mary Help of Christians Parish Catholic Church, located at 203 Park Ave SE Aiken, SC 29801 (the “Parish”, may be referred to herein as the “Cemetery”) (the “Rules and Regulations”) are made effective as of May 30, 2019, by the Bishop of Charleston, a Corporation Sole, DBA the Roman Catholic **Diocese of Charleston** (the “Diocese”).

1. No property right of any kind is extended to a Certificate Holder (as defined in the Certificate of Interment Rights). An “Interment Right(s)” is the right to inter into or onto the ground or into a structure the remains of the human dead in the Cemetery, subject to these Rules and Regulations, which may be amended by the Diocese from time to time without notice. A Certificate Holder does not have any property right in the grounds, columbarium or other physical property of the Cemetery. The purchaser of an Interment Right shall be the Certificate Holder of record on the books of the Parish and shall be a sole individual, or in the case of a couple buying jointly, shall be two individuals. The Right of Interment shall belong to the Certificate Holder of record and the Interment Right(s) thereunder extend to those other persons entitled thereto as “Permitted User(s)” pursuant to these Rules and Regulations, unless otherwise specified in the Certificate of Interment Rights. All references in these Rules and Regulations shall be deemed to include the singular or the plural as the context requires. In the event of a dispute between joint holders of a Certificate of Interment Rights as to any matter regarding the Interment Rights, Parish shall be entitled to rely upon the most recent Certificate that was issued. Purchaser is purchasing Interment Rights and designating their use by the Permitted User(s) (as provided in the Contract for purchase of the Interment Rights and the Certificate of Interment Rights), whether living or deceased, Purchaser may, however, at any time during his or her lifetime change the Permitted User(s) by submitting a written, signed and notarized request to the Parish designating a person who is eligible for burial in a Catholic cemetery as a Permitted User.
2. All rules and discipline of the Roman Catholic Church, and all Rules and Regulations of the Diocese now or hereafter existing in respect to the governance of the aforesaid Parish shall be kept and observed.
3. Every instrument, adjudication or decree affecting the Interment Right(s) must be filed with the Parish. Until receipt of such filing and recordation on the books of the Parish, the Parish may rely upon its own records for all purposes.
4. The Certificate of Interment Rights must be shown when parties require a niche, crypt or grave to be opened.
5. No interment shall be made of any person without the prior written consent of the Parish and the Certificate Holder or his/her Authorized Representative. For purposes of this Certificate, the term “Authorized Representative” shall be the same as South Carolina Code of Laws Section 32-8-320 (as amended from time to time) defines those persons who may serve as a decedent’s agent to authorize cremation, regardless of whether the interment involves the burial of a body or cremated remains, and in the same order of priority as set forth in such Code section. Notwithstanding the foregoing, in the absence of a will being presented to the Parish prior to interment that provides otherwise, the Parish shall be entitled to rely upon representations of the remaining persons specified in such Code section as to their authority as an Authorized Representative.

6. Unless otherwise specifically provided herein, interment rights are for the use of only one person per space. Exceptions are: companion niches, tandem crypts, companion crypts, companion benches, companion monuments and companion cremation garden burial spaces.

In addition, in the case of a traditional in-ground burial space, one additional interment right (“Additional Interment Right”), for the interment of the cremated remains of a body may be purchased. With the purchase of this Additional Interment Right, a single traditional in-ground burial space can accommodate either:

- One (1) full-body casket burial and one cremated remains burial OR
- Two (2) cremated remains burials.

The cost of the Additional Interment Right and the cost to Open and Close the grave for the purpose of burial are charged at the then-applicable published rate in the Parish’s Price List. It is imperative that the Parish receive the appropriate payment prior to any interments, including second interments in a site.

7. The agents, officers and employees of the Parish, and other persons reasonably entitled thereto, shall have a perpetual right over said burial space(s) to pass to and from other lots to which no other means of access is available.
8. The Parish intends to exercise reasonable care in the routine maintenance of the cemetery and its columbariums and mausoleums, as applicable, in perpetuity. In the event of injury, loss or damage to the Cemetery, its columbariums or its mausoleums, or their constituent parts, the liability of the Parish, its agents, officers and employees is limited to the cost of repair or replacement. The Parish and the Diocese, its agents, officers and employees are not responsible for the loss of cremated remains deposited in its columbariums, monuments, markers or benches.
9. Only bodies and cremated remains of the body that have been handled in accordance with South Carolina law are eligible for interment in the Cemetery. The Certificate Holder, for the Permitted User(s) and him/herself and their respective heirs, successors and assigns, agrees to indemnify and hold the Parish and the Catholic Diocese of Charleston, its agents, officers and employees, harmless from and against any loss, claim, liability or damage of any nature, including but not limited to reasonable attorney’s fees and costs of any action, rising out of or related to this License, or involving bodies or cremated remains of the body accepted for interment pursuant to this License that have not been handled in accordance with South Carolina law.
10. The Parish reserves the right to use all the Interment Right(s) that have not been sold for any purposes whatsoever consistent with the operation, care and maintenance of the Cemetery, including interment of the dead.
11. No easement or right-of-way is granted to the Certificate Holder in any road, drive, alley or walkway within the Cemetery. Roads, drives, alleys and walkways may be used as means of access to the Cemetery, its building or lots, but only as long as the Parish devotes them to those purposes.
12. The Parish currently employs a professional landscape firm (s) for the ordinary, routine maintenance of the Cemetery. The ordinary maintenance program is not intended to maintain the landscaping of private garden areas. Private garden areas are restricted to 14” in front of but not behind or on either side of the grave marker or monument. Families who wish to place additional landscaping at family members’ plots must contact the Parish for written approval prior to purchasing plant materials, including sod grass, shrubs, trees, perennials or annuals. Approval may

be denied on aesthetic grounds or any other grounds which the Diocese, in its sole discretion, deems sufficient.

13. Any maintenance required for the additional landscaping is considered to be extraordinary maintenance and will be the responsibility of the Certificate Holder or their representative for those sites. Prior written approval of the Parish of the maintenance plans and the person providing such services is required.
14. The Parish reserves the right to remove without notice, all improvements made on cemetery sites without its consent and all improvements which in spite of reasonable care and maintenance have deteriorated beyond reasonable repair because of the elements or other causes. It further has authority to remove all flowers, wreaths, and other decorative arrangements, and all trees, shrubs, plants, roots, branches and limbs, from sites as soon as they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained in the Cemetery. The use of artificial flowers is permitted in cemetery approved, permanent vases only.
15. Additionally, the Parish shall perform semi-annual cleanups of the cemetery. The first will occur as time and weather permits the last week of April thru the first week of May and the second as time and weather permits during the first two weeks of November. All graves will be inspected and all items not permitted or in less than new condition will be removed.
16. Balloons, plastic markers, bird feeders, incendiary devices, candles, lights, fences, toys, Easter eggs, shells, planters, glass, cast concrete or ceramic containers or statuary, and other like decorative items are not permitted in the Cemetery and may be removed by the Parish without notice. The Parish is not responsible for the safety or preservation of vases, pots, or other short-term memorials and gestures of respect for departed loved ones.
17. Written permission is required from the Parish before any tree, shrub, plant or herbage of any kind whatsoever may be removed from a site. A reasonable fee to replace and install item(s) shall be assessed on the Certificate Holder or, if deceased, on their next of kin. No improvements or interments may be made before this fee is paid in full.
18. The Parish has the right at any time to refuse admission to the Cemetery of any person or persons whose behavior is unbecoming a sacred place.
19. The following activities are prohibited anywhere within the Cemetery: loud or boisterous talking; loud music; idling, loafing or sleeping; bringing and consuming lunches or refreshments, unless the event is approved in advance by the Parish; bringing and consuming alcoholic beverages; peddling or the purchase of any commodity; placing signs, notices or advertisements of any kind; bringing or using firearms, except in connection with a military funeral or memorial service; bringing chairs or the like, except during funerals; or littering the grounds with paper, trash or other refuse; the defacement, destruction or desecration of graves, memorialization or the Cemetery grounds. The Parish reserves the right to host events deemed appropriate by the Parish.
20. No right of interment sold for the burial of remains of the human dead shall be used for any other purpose.
21. All interments, disinterments and removals shall only be made at the time, in the manner, upon the conditions, and upon the charges fixed by the Parish. Disinterment of the full body requires the use of a licensed funeral home and a Court Order signed by a judge. Disinterment of the cremated remains of the body requires signed and notarized consent by all surviving "next of kin", as such term is defined in the form for such purpose, which form may be obtained by contacting the Cemetery Office.

22. Forty-eight (48) business hours' notice to the Parish is required prior to any interment. A minimum of at least three weeks' notice prior to any disinterment or removal is required. If a burial of the full body is involved in the service, the Parish requires this notification process be handled by the funeral home.
23. Funeral services must be completed by 4:00 p.m. Funeral homes should notify the Parish in writing twenty-four (24) hours prior to any military service, including 21 gun salutes, honor guards and/or flyovers.
24. When a burial is to be made, the location of the burial or inurnment shall be designated by the Certificate Holder or his/her representative by notifying the Parish. This designation by the Certificate Holder or representative should occur during a pre-funeral meeting held with the Parish to discuss final arrangements. Should the Parish not receive 24 business hours' notice of such designation, the Parish reserves the right to decide upon the location so as not to delay the funeral.
25. Each burial incurs its own separate Opening and Closing fee and, if applicable, overtime fee, as published in the Price List in effect at the time of burial.
26. Interments in a site shall not be greater than the number permitted by these Rules and Regulations.
27. All full body burials must be made in a protective outer burial container/vault approved at least 24 hours in advance of burial by the Parish.
28. All sites where interments have occurred are required to have proper permanent grave memorialization within ONE YEAR of burial. In the event there is no permanent memorialization installed within ONE YEAR of interment, the Parish reserves the right to invoice the Certificate Holder or their representative for a permanent memorial selected by the Parish.
29. The Parish reserves the right to establish specific memorialization requirements for each burial garden/section/mausoleum/columbarium. The following are the permitted memorializations for certain areas of the Cemetery:
  - a. Memorialization in Sections 3, 4, and some parts of 8 and 9 are limited to FLAT or FLUSH markers.
  - b. Memorialization in all other sections, excluding Section 7, may be upright or flat.
  - c. All forms of memorialization are subject to length, height and width requirements/restrictions.
  - d. Memorialization in any form regardless of location within the cemetery must be constructed of granite, bronze, or marble ONLY.
30. All memorialization must be approved by the Parish in writing prior to purchase from an outside vendor. The Parish must supervise the installation of all memorials and reserves the right to determine placement and orientation. Any memorialization installed without written approval is subject to removal or repositioning by the Parish at the responsible party's expense. Unmarked graves are not permitted. Any temporary marker that is left at the grave site after one year will be removed.
31. The Parish will be paid an administrative fee for all monuments and markers purchased from providers other than the Parish. This fee covers identifying and then verifying the proper location of the memorial and verifying that the installation of the memorial is done in accordance with the requirements of the Parish.

32. Each memorial in the Cemetery is individually owned by the Purchaser. Columbarium and mausoleum superstructures are owned by the Parish. The Parish is not responsible for any memorial (including niche and crypt inscriptions) that becomes damaged due to natural causes, the aging process, disasters, hurricanes, acts of others and/or vandalism.
33. Prices of Interment Right(s) and a list of services for which there may be a later charge are available from the Parish. The Parish reserves the right to modify prices from time to time.
34. The Parish has no obligation to refund any amounts paid by the Certificate/License Holder upon voluntary surrender of a Certificate/License.
35. All Interment Right(s) are conveyed subject to a first right of repurchase which is reserved in favor of the Parish, and which option may be exercised if the Certificate Holder offers said right or Interment Right(s) for sale. If a Certificate Holder desires to sell said right or Interment Right(s), they shall give the Parish written notice. The Parish shall have thirty (30) days from the receipt of said notice to repurchase said Interment Right(s) from the Certificate Holder at the original purchase price paid by the Certificate Holder less a 10% administrative fee. If the Certificate Holder fails to give the Parish written notice of the desire to sell, then the Certificate Holder or their successor in interest shall be obligated to convey said right or Interment Right(s) to Parish upon tender by the Parish of the original purchase price less the 10% fee described above. If the Parish has not repurchased said rights within thirty (30) days from the receipt of said notice, the Certificate Holder may convey such rights in accordance with the requirements of the Catholic Church. The Parish's decision not to repurchase any such rights on a given sale shall not constitute a waiver of the Parish's right of repurchase for any future sale of those rights.
36. The Diocese, its successors or assigns, without the consent of the Certificate Holder or Permitted User(s), may modify these Rules and Regulations from time to time as it deems necessary or appropriate to properly maintain and operate the Cemetery.
37. The Parish is hereby empowered to enforce these Rules and Regulations and to exclude from the Cemetery any persons violating them. The Parish shall have charge of the grounds and buildings, including but not limited to the conduct of funerals, traffic, workmen, Certificate Holders, Permitted User(s) and guests of Certificate Holders. In the event that legal action is instituted to enforce such rights, the Parish and Diocese shall be entitled to recover from the violator all costs incurred, including without limitation reasonable attorneys' fees.