

RULES AND REGULATIONS OF THE REDEMPTORIST CEMETERIES

In order to maintain the sanctity and proper condition of the Redemptorist Cemeteries, the following Rules and Regulations have been adopted. All activities within any of the Redemptorist Cemeteries shall be subject to these Rules and Regulations and such amendments and additions thereto as shall be adopted by the Cemetery Management from time to time.

I. REDEMPTORIST CEMETERIES

1. **The Most Holy Redeemer Cemetery**, 4268 Richmond St., Philadelphia, PA 19137
2. **St. Peter's Cemetery**, 4268 Richmond St. , Philadelphia, PA 19137
3. **The Most Holy Redeemer Cemetery**, 4430 Belair Rd., Baltimore MD 21206
4. **Sacred Heart of Jesus Cemetery**, 7401 German Hill Rd., Baltimore, MD 21222
5. **St. Mary's Cemetery**, (loc. West St. above Taylor Ave.), 7401 German Hill Rd., Baltimore MD 21222

II. DEFINITIONS

1. **"Application for Burial Permit"** means the application form prescribed by the Cemetery Management, signed by the Certificate Holder, attesting to the authority of the Certificate Holder to direct an Interment in a Lot.
2. **"Burial Privileges"** means the exclusive privilege subject in every case to these Rules and Regulations, and the canons, teachings and tenets of the Catholic Church, and applicable civil law, (i) to be Interred in a Lot, (ii) to direct the Interments of others in a Lot, and (iii) to direct the Memorialization for a Lot.
3. **"Burial Privileges Certificate"** means the certificate, which when validly issued by Cemetery Management entitles the Certificate Holder to the Burial Privileges in the Lot designated on the Certificate. The Burial Privileges Certificate is sometimes informally referred to as the "deed".
4. **"Cemetery and Cemeteries"** means any or all of the Redemptorist Cemeteries listed above.
5. **"Cemetery Management"** means The Redemptorist Fathers, Inc., and their duly authorized officers, agents and representatives.
6. **"Certificate Holder"** means the individual or husband and wife whose name or names appear in the Burial Privileges Certificate and the heirs or lawful and proper assignees of such Certificate Holder, provided that the transfer or assignment of any Burial Privileges by any Certificate Holder shall be subject to these Rules and Regulations, the canons, teachings and tenets of the Catholic Church, and applicable civil law. When there is more than one heir or lawful assignee of Burial Privileges, the term "Certificate Holder" shall mean and refer to all or each of such lawful heirs or assignees, as the context may require. The Certificate Holder is sometimes informally referred to as the "lot owner" or "deed holder".
7. **"Crypt" and "Crypts"** means the part of a mausoleum used, or intended for use, for the entombment of human remains.
8. **"Grave" and "Graves"** means a space within a Lot used, or intended for use, for the interment of human remains.
9. **"Interment" "Interments" and "Interred"** means any interment of human remains in a Cemetery, including, without limitation, an in-ground burial, an entombment, and an inurnment.
10. **"Lot"** means one or more adjoining Graves, Crypts, or Niches, as designated on a Burial Privileges Certificate.
11. **"Marker"** means a Memorial that is a single piece of granite or bronze plaque installed flush with the terrain of the lot.
12. **"Memorial"** means any of the following: a Monument, Crypt front, Niche front, or any other installation on a Lot that is intended to identify the location of remains Interred within a Lot.
13. **"Memorialization" and "Memorialized"** means any names, dates, inscriptions, epitaphs, words, symbols, and depictions attached, carved or engraved on a Memorial.
14. **"Monument"** means a Memorial that is a Marker, slant monument or an upright monument.
15. **"Niche" or "Niches"** means a space or spaces within a columbarium used, or intended for use, for the above-ground inurnment of cremated remains.
16. **"Rules and Regulations"** means and refers to these Rules and Regulations, as the same may hereafter be amended and such amendments and additions thereto as shall be adopted by Cemetery Management from time to time, together with any appendices now or hereafter adopted by and applicable to the respective Cemeteries.

III. USE OF CEMETERIES

1. **Visiting Hours:** The visiting hours for each Cemetery may vary; Visitors should contact the Cemetery's office for visiting hours and office hours. Cemetery Management, reserves the right to open and close the Cemeteries at such other times as it, in its sole discretion, shall deem advisable for the protection of property or the safety of visitors.
2. **Visitors:** Visitors within the Cemeteries shall use only the avenues, roads and walks, unless it is necessary to walk on the grass to gain access to a Lot. Cemetery Management expressly disclaims liability for any injuries sustained by anyone violating this rule.
3. **Children:** Children under fifteen years of age are not permitted within the Cemeteries unless accompanied and supervised by a parent or other responsible adult.
4. **Animals:** No animals are permitted in the Cemeteries, except for guide dogs assisting visually impaired visitors..
5. **Lawns:** Lawns shall not be disturbed for any purpose except under the direct supervision of Cemetery Management. Planting of trees, shrubs and plants is forbidden. All lot enclosures of any kind are prohibited.
6. **Ornaments and Flower Vases:** Cemetery Management reserves the right to regulate the method of decorations of Lots so that uniform and proper appearances may be maintained. Wooden decorations and objects, foot stones, iron furniture, arbors, concrete urns, pedestals, images, boxes, shells, stones, pebbles, toys, metal designs, glass ornaments, containers, vases or jars and any other article deemed objectionable by Cemetery Management will be removed without notice. The Cemetery is under no obligation to maintain any ornament, flower or other article that is placed on a Grave and will not be responsible for replacing or repairing any such items or any floral arrangement or other personal property left on a Grave.
7. **Trees and Shrubbery:** Cemetery Management reserves the exclusive right to remove or prune any trees or shrubbery planted in the Cemeteries, as Cemetery Management deems necessary or desirable to maintain the appearance of the Cemetery.
8. **Plants-Flowers-Wreaths:** Potted plants, cut flowers and wreaths are permitted to be placed on a Grave but in no case may the lawn be disturbed by planting flowers or shrubs. Potted plants, cut flowers and wreaths will be removed by Cemetery Management in the ordinary course of the cemetery maintenance as set forth in the removal schedules promulgated by the respective Cemeteries.
9. **Motor Vehicles:** All persons driving in the Cemeteries will be held responsible for any damage caused by them. Automobiles, funeral cars and trucks must be kept under control at all times and at no time shall such vehicles drive within the Cemetery at a speed in excess of fifteen (15) miles per hour. Vehicles are not allowed to park or come to a full stop in front of an open grave unless in attendance at a funeral. Visitors shall not park or leave any motor vehicle on any road or driveway within the Cemeteries at such location or in such position as to prevent any other vehicle from passing, and if so parked or left, Cemetery Management may remove such vehicle.
10. **Bicycles and Motorcycles:** Cemetery Management reserves the right to refuse admission to bicycles or motorcycles.
11. **Photographs:** Photographs or other representations of an interred decedent are permitted only when permanently affixed to a Memorial and needs no special care, and then only if the photo or representation is in no way offensive.
12. **Emblems:** Emblems may be permitted only when permanently affixed to a Memorial and needs no special care, and then only if the emblem is of an organization that has as its primary sponsor the Catholic Church and provided that the Memorial is Memorialized with a Christian symbol in the most prominent position on the Memorial. In the case of a U.S. Military veteran, an official emblem of the branch of service is permitted. Occupational emblems may be permitted if in the opinion of Cemetery Management the emblem is not offensive and represents an organization universally recognized for its socially acceptable activities. **Logos are not permitted.** All Monuments and memorialization is subject to approval by Cemetery Management.

IV. CONDUCT IN CEMETERIES

1. Loitering or any boisterous demonstrations within the Cemeteries is prohibited.
2. Throwing or otherwise depositing trash on roads, driveways, paths, walks or any part of the cemetery grounds or in the buildings is prohibited.
3. Picnicking or partaking of any refreshment by visitors within the Cemeteries is prohibited.
4. No visitor is permitted to pick or otherwise remove plants and flowers, injure or cut any tree placed by the Cemeteries for the general appearance of the grounds.
5. No one shall be permitted to sell flowers, plants or any other article or item, or to solicit the sale of any commodity whatsoever within the Cemeteries without the prior written permission of Cemetery Management.

6. No signs, notices or advertising of any kind shall be permitted within the Cemeteries or cemetery buildings, except those placed by Cemetery Management.
7. Cemetery Management reserves the right to forbid and prevent assemblages, which are deemed improper.
8. Cemetery Management reserves the right to exclude any and all persons violating the above standards of conduct and prosecute those damaging any cemetery property.

V. INTERMENT/DISINTERMENT/INURNMENT/ENTOMBMENT PROCEDURES

1. **Required Notice:** Notice at least 48 hours in advance of an Interment must be given to the Cemetery. This notice may take the form of a telephone notification but must be followed by the submission of a completed Application for Burial Permit, executed by the Certificate Holder. The Cemetery shall not be held liable for any errors resulting from Interment instructions given over the telephone.
2. **Application for Burial Permit:** The Certificate Holder must meet with a representative of Cemetery Management at the Cemetery office for an Interment conference and to complete and submit the Application for Burial Permit. The Application for Burial Permit must be signed by the Certificate Holder at the interment conference for the Interment to be permitted.
3. **Fees and Charges:** All Interments shall be subject to the prior payment of such fees and charges as shall be published from time to time by Cemetery Management. Payment of the appropriate fees to the Cemetery in accordance with the Cemetery's then current fee schedule shall be made at the time of the Interment conference, unless payment arrangements satisfactory to the Cemetery have been previously made with the Funeral Director overseeing the Interment.
4. **Direction:** All funeral processions and other activities within the Cemeteries shall be subject to the direction of Cemetery Management. Cemetery Management shall have the right to designate the hour and manner in which all Interments will be scheduled.
5. **Governmental Permits:** A burial permit as required by the local government or public authority having jurisdiction, must be presented to the Cemetery before each Interment is commenced. Cemetery Management shall not be liable for the burial permit or responsible for the accuracy of any of the data contained in such permit.
6. **Closed Caskets:** Casket shall not be opened at any time within the Cemetery without the express permission (and in the presence) of Cemetery Management.
7. **Delays:** If for any reason the Grave for a proposed Interment cannot be opened, Cemetery Management may require a delay in the funeral. Cemetery Management will communicate any such situation promptly to the Funeral Director. Cemetery Management will use diligent efforts to resolve any delay or error in any Interment as it deems best and proper under the circumstances and shall not be liable in damages for any such delay or error.
8. **Disinterments:** Disinterments will be permitted by Cemetery Management only with the full and proper authorization and consent of the Certificate Holder, the next of kin of the decedent and appropriate governmental authorities. In no event shall Cemetery Management authorize a disinterment without the consent of all such persons and authorities. Cemetery Management reserves the right to refuse to permit any disinterment. Cemetery Management shall not be liable for any damage to any casket or burial case in connection with any disinterment. Cemetery Management shall have the right to designate the date, hour and manner in which disinterments may occur. All disinterments shall be subject to the prior payment of such charges as shall be fixed by Cemetery Management.
9. **Flower Deliveries:** Any flowers placed or arranged at the Grave shall be subject to these Rules and Regulations, and any additional regulations promulgated by the Cemetery in which the Interment is proposed to occur. Flowers must be delivered in sufficient time before the arrival of a funeral procession.
10. **Mausoleum Protection:** Entombments shall not be permitted unless the deceased has been embalmed and the casket protected in a manner required by Cemetery Management.
11. **No scattering:** In accordance with the canons, teachings and tenets of the Catholic Church, the scattering of cremated remains is not considered reverent and dignified and is expressly forbidden.

VI. CORRECTION OF ERRORS

Cemetery Management reserves the right to correct errors made in the sale of any Burial Privileges, including any errors in any description of any Lot. Cemetery Management may either cancel such transfer and substitute in lieu thereof other Burial Privileges or in their discretion may refund any monies paid for any Burial Privileges.

VII. INSTRUCTIONS TO CERTIFICATE HOLDERS

1. The Certificate Holder arranging an interment should visit the Cemetery to confirm the location of the Grave, and bring any relevant documentation that they might possess. Cemetery Management will aid in making arrangements for the purchase of Burial Privileges and/or Interment arrangements, upon request.
2. Cemetery Management reserves the right to specify the terms upon which Burial Privileges may be purchased, and to determine the number of Interments that can be made in a lot.
3. If the prospective purchaser of the Burial Privileges fails to carry out the terms of the purchase agreement, Cemetery Management may declare the agreement cancelled and all rights of the purchaser forfeited.
4. If the Burial Privilege Certificate has been lost or mislaid, an affidavit sworn to before a Notary Public must be presented in which the person claiming to be the Certificate Holder must identify himself or herself, establish his or her rights to the Burial Privileges and state no other person has Burial Privileges with respect to the Lot.
5. A replacement Burial Privilege Certificate may be issued upon the presentation of the affidavit and the request of all of the legal heirs succeeding to the rights of the Certificate Holder. A document fee is charged for the replacement Burial Privilege Certificate. Cemetery Management reserves the right to set document fees.
6. Burial Privileges are for the use of the Certificate Holder and the Certificate Holder's family members, subject to these Rules and Regulations and not for resale or profit. A person, not a member of the Certificate Holder's family may be interred in a Lot, only upon the express written request of the Certificate Holder. In no case shall a Certificate Holder have any right to sell, transfer, exchange or in any manner dispose of the Burial Privilege Certificate or Burial Privileges without the written permission of Cemetery Management.
7. In the event of death of a Certificate Holder, any and all privileges of the Certificate Holder shall pass to the Certificate Holder's family in the following manner:
 - a. The surviving spouse of the Certificate Holder of Burial Privileges for any Lot containing more than one Interment space has a vested right of Interment of his (or her) remains in the Lot. Next are the children of the Certificate Holder and the descendants of any deceased child of the Certificate Holder. Finally, if there is no surviving spouse or children of the Certificate Holder, then the other heirs of the Certificate Holder in the order prescribed by the intestate laws of the state in which the Cemetery is located.
 - b. In the case of a Certificate Holder that is a husband and wife, upon the death of either, the survivor alone will succeed to all of the Burial Privileges and will be the sole Certificate Holder.
 - c. A Certificate Holder shall have the right to designate a single family member in a separate written instruction acceptable to Cemetery Management and filed with the Cemetery, who upon the death of the Certificate Holder, shall succeed to the Burial Privileges and be the Certificate Holder. Such written instructions shall be recognized by Cemetery Management and will be followed, if in the sole judgment of Cemetery Management such instructions are definite, reasonable and practicable, subject however to the vested right of interment of the surviving spouse of a Certificate Holder.
 - d. If no valid written instructions shall have been accepted by Cemetery Management and filed with the Cemetery, but the Certificate Holder has left instructions in a will, duly admitted to a probate, in a court having jurisdiction thereof, such will shall control, subject, however to the vested right of interment of a surviving spouse, and provided the instructions are not in conflict with the Rules and Regulations then in force, and further provided Cemetery Management is furnished with proof of same.
 - e. No conveyance or other action on the part of the Certificate Holder, without the written consent or rejoinder of the spouse of the Certificate Holder will divest the spouse of a vested right of Interment, except that a final decree of divorce between them will terminate the vested right of Interment unless otherwise provided in the decree.
8. Markers or Monuments that are not made of granite are prohibited as permanent placements on a Grave. The Cemetery will allow temporary markings on a new Interment for a period of 60 days following the Interment to allow the family sufficient time to procure a permanent Memorial conforming to the Rules and Regulations. After 60 days the temporary markings will be removed. Temporary markers of families participating in the Cemetery sponsored temporary marker program and purchasing from the Cemetery, will remain until the permanent Monument, marker or Memorial is installed.

VIII. SERVICE CHARGES AND PAYMENTS

1. Cemetery Management shall have the right to fix a charge and time for each Interment, disinterment, or any other service rendered by a Cemetery. All work in connection with such service shall be subject to the determination and supervision of Cemetery Management.
2. A list of fees and charges for each Cemetery is available at each Cemetery.

IX. RIGHT TO REPLAT AND ALTER

The following rights and privileges are hereby expressly reserved to Cemetery Management to be exercised at any time or from time to time;

- a. To erect buildings, or for any purpose or use connected with, incident to, or convenient for the care of, preservation of, or preparation for Interment or any other purpose related to the Cemetery.
- b. To resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part or portion of any Lot.
- c. To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives, provided ingress and egress to and from any Lot is preserved.
- d. Easements and right of way over and through all the Lots for the purpose of installing, maintaining and operating pipe lines, conduits or drains for sprinklers, drainage, electric or communication lines or for any purpose deemed necessary by Cemetery Management.

X. NO EASEMENTS GRANTED

No easement or other rights are granted to any Certificate Holder in or with respect to any road, drive or walk within the Cemeteries, but such road, drive or walk may be used during regular cemetery hours, as a means of access to the Lots within the Cemeteries and to the Cemetery buildings as long as Cemetery Management devotes such road, drive or walk to that purpose.

XI. GRADING AND IMPROVEMENTS

- 1. All grading, landscape work and improvements of any kind, and all care of Lots shall be done, and all trees, shrubs, and herbage of any kind shall be planted, trimmed, cut or removed solely by Cemetery Management.
- 2. All improvements or alterations of the Lots shall be under the direction of, and subject to the approval of Cemetery Management. Should any such improvements or alterations be made without their written consent, Cemetery Management reserves the right to remove, alter or change such improvements or alterations at the expense of the Certificate Holder for such Lot.

XII. OUTSIDE CONTRACTORS

No contractors are permitted to work in the Cemeteries unless authorized by Cemetery Management. Cemetery Management reserves to itself the engagement of all outside contractors who are to do any work whatever in the Cemeteries. Any contractor engaged by a Certificate Holder must obtain permission to enter the Cemetery from Cemetery Management. This permission will not be unreasonably withheld as long as a detailed description of the work is presented and approved by Cemetery Management. Any work completed contrary to these rules will be removed and the contractors will forfeit their right to work in the Cemetery.

XIII. EMPLOYEES

- 1. Cemetery employees are not permitted to do any work for Certificate Holders except upon the order of Cemetery Management, but are required to be civil and courteous to all visitors.
- 2. No money shall be paid to any employee or other person for personal favors, attention or services. Any Cemetery employee accepting money for such favors shall be subject to termination. The only exception to this rule is made in regard to the gratuities offered to Cemetery workers by Funeral Directors at a funeral.
- 3. Cemetery Management shall have the right to maintain guards, if in their discretion they deem it necessary, but are under no legal obligation to do so.

XIV. LOSS OR DAMAGE

Cemetery Management disclaims all responsibility for loss or damage to a Certificate Holder's personal property i.e. Monuments, Markers, vases, etc. from cause beyond their reasonable control, and especially from damage by act of God, the elements, earthquakes, flood, war, common enemy, air raids, invasions, insurrections, riots, order of any military or any civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond control of Cemetery Management whether the damage be direct or collateral. In the event it becomes necessary to reconstruct or repair such damage in any section or Lot, or any portion or portions thereof in the Cemetery, damaged by such causes, Cemetery Management shall give a ten day written notice of the necessity for such repair to the Certificate Holder. The notice shall be given by depositing the same with the United States Postal Service, addressed to the Certificate Holder at his or her last known address as stated on the books of the Cemetery. In the event the Certificate Holder fails to repair such damage within a reasonable time, Cemetery Management may direct that the repairs be made and charge the expense to the Certificate Holder.

XV. LOT OWNER'S CHANGE OF ADDRESS

It shall be the duty of the Certificate Holder to notify Cemetery Management of any change in his or her home address. Notice sent to the Certificate Holder at the last known address in the Cemetery's records shall be considered sufficient and proper legal notification.

XVI. CARE

This section shall apply only to those Lots where the Certificate Holder has provided care funds. Care is to be understood as that care and maintenance of Lots necessitated by natural growth and ordinary wear, the cleaning and maintenance of roadways, walks, and mausolea, provided that there are sufficient care funds for that purpose. The term "Care" shall in no case mean the maintenance, repair, or replacement of any Memorial placed or erected upon any Lot; nor the planting of flowers or ornamental plant; nor the doing of any special or unusual work in the Cemeteries including work caused by impoverishment of the soil or disruption of water supply or facilities; nor does it mean the reconstruction of any Memorial, granite, bronze or concrete work on any section or Lot, or any portion or portions thereof in the Cemeteries injured or damaged by any cause direct or indirect beyond Cemetery Management's reasonable control.

XVII. MEMORIALS AND RULES FOR MEMORIAL WORK

1. Memorial dealers and foundation installers shall abide by all the Rules and Regulations of the cemeteries.
2. Monuments shall not contain any symbol or words deemed objectionable by Cemetery management.
3. Cemetery Management reserves the right at all times to approve and prescribe the kind, size, design, symbolism, craftsmanship, quality and material of Memorials, inscriptions, Monuments or Markers placed or to be placed in the Cemeteries. All Memorials are subject to the approval of Cemetery Management prior to placement. Acceptance or rejection of Memorials shall be based upon such approval.
4. Cemetery Management also reserves the right to issue under separate cover detailed regulation and instructions pertaining to the kind, size, design, symbolism, craftsmanship, quality and material of Memorials, inscriptions, Monuments or Markers to be placed in the Cemeteries. Such detailed regulations and instructions and all amendments thereto are hereby made part of these Rules and Regulations.
5. Cemetery Management reserves the right to fix the days and hours when a permit may be obtained and when any Memorial may be delivered to the Cemeteries and when foundations may be installed.
6. All Memorial work or placement or removal of any Memorial or foundation work shall be on the written orders of the Certificate Holder, and with a permit issued by Cemetery Management.
7. Cemetery Management reserves the right to approve all foundations whether installed by cemetery personnel or by authorized contractors. The Cemetery Management also reserves the right to fix charges for memorial foundations/markers installed by Cemetery personnel. When Memorial foundations are approved for installation by authorized contractors, the monument dealer/contractor will be required to pay a fee for the stake out of the foundation site.
8. Cemetery Management reserves the right to charge for Memorial permits, foundation permits, placements or removals, and have the right to require that such charge is paid in advance. Cemetery Management also shall have the right to fix and charge a fee for any Memorial left at the Cemetery before a permit has been issued.
9. A detailed plan and design of all Memorials must be submitted to Cemetery Management for approval before a permit will be issued, and no memorial shall be erected or placed until checked, approved and accepted by Cemetery Management. A detailed plan, design and specifications for a foundation must be submitted to Cemetery Management when such foundation is to be installed by an approved contractor/dealer. If the

- Memorial or foundation does not conform in every detail to the approved design, it shall be the sole responsibility of the contractor/dealer to correct any errors or deficiencies in workmanship and material.
10. The location and position in which a Memorial or foundation is to be placed or erected on a Lot shall be entirely subject to the approval and under the supervision of Cemetery Management.
 11. No Monument extending above the surface of the ground shall be erected on Lots not specifically designated for upright Monuments.
 12. Non-cemetery employees in placing or erecting Monuments and other structures, bringing in materials in regard to such work, or installing foundations, shall operate as independent contractors, but must do so under permission from Cemetery Management and under its supervision. Cemetery Management shall have the right to require independent contractors to provide a certificate of insurance on an annual basis and name the Redemptorist Cemeteries and the Redemptorist Fathers as additional insureds.
 13. Independent contractors are required to restore all work areas to the same condition prior to the completion of work. Damage done to lots, walks, drives, trees, shrubs or other property by independent contractors, dealers or their agents shall be repaired by Cemetery Management and the cost of such repair shall be charged to the independent contractor or dealer.
 14. Cemetery Management reserves the right to stop all work of any nature whenever in their opinion proper preparations therefor have not been made; or when work is being done in such manner as to endanger life or property; or when there is evidence of misrepresentation; or when any reasonable request on the part of Cemetery Management is disregarded; or when any person employed on the work violates any rules of the Cemeteries.
 15. While Cemetery Management will exercise due care to protect raised lettering, carving or ornaments on any Memorial or other structure on any lots, public or private mausolea, they disclaim responsibility for damage or injury thereto.
 16. Cemetery management reserves the right to correct any error that may be made by their employees or by any other person or persons in the location or placing of a Memorial or foundation in the Cemeteries.
 17. Should any Memorial, or mausoleum become unsightly, dilapidated, or a menace to the safety of persons within the Cemeteries, Cemetery Management shall have the right either to correct the condition or to remove the same without notice in either case at the expense of the Certificate Holder.
 18. Solicitation within the Cemeteries by outside vendors for Memorial sales, the installation of Memorial foundations, or other Memorial work is not permitted.
 19. No foundation work or Memorial placement may be performed at times other than during normal Cemetery operating hours.
 20. Cemetery management reserves the right to temporarily move or reposition any Memorial that it deems necessary to prevent damage or to safely prepare for an Interment in a Grave specific to the Memorial or adjacent thereto. Preparation for an Interment includes but is not limited to the opening and closing of a Grave, tent setup or dressing of a gravesite. Any such Memorial moved or repositioned as above will be returned to its original location in accordance with the standards set forth by the Cemetery for the placement of Memorials.

XVIII. PRIVATE MAUSOLEUMS

1. Mausoleums and Crypts, either wholly or partially above ground, shall be constructed only in Lots so designated by Cemetery Management. Plans, specifications, material and location within the Lot for a private mausoleum or crypt shall be subject to the approval of Cemetery Management.
2. When entombment is made in a private mausoleum, the crypt shall be properly sealed as directed by Cemetery Management.

XIX. GENERAL

1. Statement by employees of the Cemeteries shall not be binding upon Cemetery Management except if such statement coincides with the Rules and Regulations.
2. The Rules and Regulations shall apply to any mausoleum, whether public or private, not in existence or which may hereafter be erected in the Cemeteries.
3. Cemetery Management reserves the right without notice to make temporary exceptions, suspensions or modifications in any of these Rules or Regulations when in their judgment the same appear advisable; and such temporary exception, suspension or modification shall in no way be considered as affecting the general application of such Rules and Regulations.

4. In all matters not specifically covered by these Rules and Regulations, Cemetery Management reserves the right to do anything which in its judgment is deemed reasonable under the circumstances and such decisions shall be binding upon the Certificate Holder and all parties concerned.
5. Cemetery Management reserves the right at any time and from time to time to change, amend, alter, repeal, rescind or add to these Rules and Regulations or any part thereof, or to adopt any new Rules and Regulations with respect to any Cemetery or anything pertaining thereto.
6. New or changed rules will be posted in the Cemetery office for a period of thirty days prior to their adoption and such notice shall be considered complete and sufficient announcement of such change.

Appendix

**The Most Holy Redeemer Cemetery/St. Peter's Cemetery
4268 Richmond Street
Philadelphia, PA 19137
(215) 533-2574 Fax (215) 533-3904**

Specific rules as stated herein are meant to replace only those rules contained in the general rules and regulations, which refer to the same topic. All other general rules and regulations will remain in place. The cemetery management reserves the right to decide any and all conflicts, which may arise.

Hours: Daily 9 A.M. to 4 P.M.

Funerals:

No interments will be made on Sunday, Holy Days, Holidays or Saturday after 12 Noon. All Saturday funerals should arrive no later than 12:00 P.M.

Permit for burial will be issued by this Office only on presentation of a deed accompanied by a Christian Burial Certificate with the Parish Church seal affixed.

The permit for Christian Burial together with Department of Health permit must be presented to the cemetery representative before the burial will be permitted.

48 hours-advance notice is required.

Disinterment:

Disinterment orders require 1 week advance notice. All required signatures and payment of fees must be delivered to the cemetery office prior to beginning the work.

Grave Layout:

Double depth burials are permitted where conditions permit.

Vaults:

The Cemetery prefers that a concrete vault be used for a traditional interment. With the exception of section MK at Most Holy Redeemer Cemetery, vaults used in all other sections of Most Holy Redeemer and St. Peter's Cemeteries may not exceed 30 in. wide O.D. (referred to as a "Limited" vault).

In certain areas of the Cemeteries the use of a concrete vault is not possible and in some graves the first interment occurred without the use of a vault. Under these circumstances the use of a concrete vault may be waived. A concrete vault may be used for a second interment when no vault was used for a first interment and the family signs a cemetery consent form.

Concrete burial vaults must be delivered and installed into their respective graves prior to an interment and may not be left at any other Cemetery location. Funeral Directors must inform the vault supplier of the grave location.

Urn vaults are required by the Cemeteries for the burial of cremated remains. The urn vault may not exceed a height of 14in.

Monuments:

All graves or lots must be in perpetual care for a memorial to be installed.

All monuments must be of granite.

All monuments must contain a Christian symbol i.e. a Cross-, at least 6 inches and must be the central and most prominent figure. The cross must be V sunk sandblasted in the top-center of the monument.

Inscriptions other than names and dates are permitted with the approval of Cemetery Management.

A lot location ID must be deep V sunk sand-blasted in the lower corner of the monument die or face in characters not less than 1 inch in size.

No inscription is permitted on the back of monuments.

No emblem, seal or advertisement is permitted on monuments.

On the lots the base of the monument must not exceed 46 inches in length and 14 inches in width, the height of the monument (including base) cannot exceed 48 inches.

On single graves the base of the monument must not exceed 28 inches in length and 14 inches in width, the height of the monument (including base) cannot exceed 48 inches.

Only slant monuments 18 inches in height are permitted in Sections BN and MK.

No copings, cradles or corner markers are permitted.

Flat / Grass Marker Gravesite Restrictions:

- When a family monument (either upright or slant) is present on a grave, an additional memorial may be placed at the foot of the grave. The additional memorial can only be a flat grass marker, may not exceed 12" x 24" and must be installed flush with the surrounding ground. A foundation for a "grass marker" of this type is not necessary.
- Effective October 1, 2001, only one flat grass marker may be placed on each grave. Any grave with more than one flat marker in addition to a family monument/marker will remain but no additional markers will be permitted. The following exceptions are noted:
 - Where a family monument/marker has no more space to inscribe the name of the deceased a flat grass marker as noted above may be placed at the head of the grave and an additional marker may also be placed at the foot.
 - Where two veterans are interred in the same grave two veteran markers are permitted. One to be placed at the head and the other at the foot of the grave.

Flat Marker Placement requirements:

- The top edge of a flat grass marker to be placed at the foot of a grave will be placed no more than 6 feet from the base of an existing family monument.
- Where a sidewalk borders a grave, the bottom edge of the flat marker to be placed at the foot of the grave will be placed no less than 1 foot from the sidewalk.
- A flat grass marker to be placed at the head of the grave will be placed where the top edge is no more than three inches from the base of an existing family monument.

Foundations:

Due to the small size of graves and their proximity to each other, cemetery personnel install all foundations. The foundation is made of block piers and a slab made of flagstone or reinforced concrete. The piers are set to a depth of 8 or 10 feet. The monument dealer provides the slab.

Present foundation fees are 1 grave 8ft. – (single) \$395.00, 2 graves 8ft. – (double) \$460.00

The contractor/monument dealer must deliver a slab to the cemetery before the foundation can be built. The cemetery management will build all foundations in the order in which permits are issued as soon as time and circumstances allow. No fixed date can be guaranteed for completion. The contractor/monument dealer will be notified upon completion.

All slabs must be of flagstone or reinforced concrete – 3 inches thick and 4 feet long for 1 grave, 4 inches thick and 7 feet (8ft. in St. Peter’s) long for 2 graves. All slabs must be 12 inches wide.

Perpetual Care:

Single grave **\$150.00** – Three grave lots **\$450.00**
(All graves or lots must be in perpetual care for a memorial to be installed).

Plants, Flowers & Wreaths:

- Flowers Fresh cut flowers or artificial arrangements, not contained in permanent vases or appropriately attached to the monument or marker will be removed two weeks after each legal holiday including Mother’s and Father’s day. Winter decorations will be removed by the cemetery, no later than February 1st weather permitting.

Flowers and other remembrances may not be placed on the ground during the lawn maintenance program (March 1st thru October 31st). The cemetery or the mowing contractor is not responsible for any item placed at the gravesite.
- Plantings Individual plantings of shrubs, trees, flowers, etc. on cemetery grounds is Prohibited and subject to immediate removal by the cemetery.
- Others Other decorations, such as glass containers, glass vases, votive lights and candles, etc. are prohibited and subject to immediate removal from cemetery grounds.

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