



# Catholic Cemeteries

of Central Florida  
*Queen of Angels, Winter Park*

## **RULES AND REGULATIONS**

### **Purpose**

A Catholic Cemetery is a sacred place. It is a place where many visitors come to remember, pray for, and memorialize their loved ones. Throughout these times, a significant number of personnel work diligently to maintain and improve the Cemetery grounds and provide respectful service to all. As members of the Body of Christ we are all working together for the glory of our Lord and the salvation of all of His people. As we participate together in these corporal and spiritual works of mercy, we ask that you cooperate with us in maintaining the safety and sacredness of our Cemetery.

These Rules and Regulations have been adopted for the mutual protection of Owners of Burial Rights and Queen of Angels Cemetery (Cemetery). Any reference to these Rules and Regulations in any purchase agreement entered into by the Cemetery, or in any Certificate of Burial Rights issued by the Cemetery, shall have the same force and effect as if these Rules and Regulations were set forth in full therein. These Rules and Regulations have been adopted as the rules and regulations of the Cemetery, and all Owners of Burial Rights, Visitors, and Contractors shall be subject to these Rules and Regulations. The Cemetery reserves the right to adopt new Rules and Regulations or to amend, modify or repeal any section, paragraph, or sentence of these Rules and Regulations at any time.

Peace be with you.

## I. Purpose

The Cemetery is intended for the burial of Catholics and their family members who are entitled to Christian Burial according to the rules and discipline of the Roman Catholic Church. Any question of the burial of a non-Catholic or any person not entitled to Christian Burial according to the rules and discipline of the Roman Catholic Church shall be decided exclusively by the Cemetery and such decisions shall be final and binding on the parties.

## II. Definitions

- a. "Rules and Regulations" means these Rules and Regulations, including any amendments, replacements, supplements, abridged versions and addendums included later.
- b. "Burial" means the placement of human remains in the Cemetery.
- c. "Burial Authorization" means the duly executed authorization, on a form provided by the Cemetery, to conduct the Burial.
- d. "Burial Right" means the right to place human remains in a specific Burial Space within the Cemetery, subject to the limitations set forth herein.
- e. "Burial Space" means a specific Grave, Lawn Crypt, Crypt, or Niche at the Cemetery.
- f. "Burial Services" means the opening and closing of a Burial Space.
- g. "Care and Maintenance Trust" means a trust fund established by the Cemetery under state law for the purpose of perpetual care and maintenance of the Cemetery grounds.
- h. "Cemetery" means the cemetery owned and operated by Queen of Angels Catholic Cemetery, Inc.
- i. "Certificate of Burial Rights" means the document by which the Cemetery conveys to the Owner the exclusive right of sepulture in a Grave, Lawn Crypt, Crypt, or Niche.
- j. "Cremation Lot" means a Burial Space which is exclusively for the Burial of cremated human remains
- k. "Contractor" means any person, firm, or entity performing any kind of work on the Cemetery grounds, other than an employee of the Cemetery.
- l. "Crypt" means a space in a mausoleum used or intended to be used entomb human remains.
- m. "Disinterment" means the removal of human remains from a Burial Space.
- n. "Grave" means a space of ground specified by the Cemetery and used or intended to be used for Burials.
- o. "Inurnment" means the act of placing cremated human remains into a Niche.
- p. "Lawn Crypt" means a preplaced, below ground, Outer Burial Container.
- q. "Memorial" means:
  - i. An upright monument, lawn level marker, tablet, or headstone that identifies one or more Graves, or,
  - ii. An engraving that identifies one or more Crypts or Niches.
- r. "Merchandise" means a Memorial, marker, bench, scroll, inscription, Outer Burial Container, or any other article used for Burial or a Memorial to be installed within the Cemetery.
- s. "Niche" means an above ground space used, or intended to be used, for inurnment of cremated human remains.

- t. "Outer Burial Container" means the rigid outer container used to surround a container of human remains.
  - u. "Owner" means the owner of a Burial Right within the Cemetery as reflected in the Cemetery's records.
  - v. "Purchase Agreement" means the written contract between the Cemetery and a Purchaser in which the Cemetery sells Burial Right(s), merchandise, or services from the Cemetery to the Purchaser.
  - w. "Purchaser" is an individual(s) who enters into a Purchase Agreement with the Cemetery.
- III. General Provisions
- a. Affected Persons
    - i. All persons within the Cemetery must comply with these Rules and Regulations.
    - ii. The Cemetery may remove any person who fails to comply with these Rules and Regulations.
    - iii. Persons are permitted within the Cemetery during its business hours, which will be made available by the Cemetery.
    - iv. Persons shall enter and leave the Cemetery through identified public entrances.
  - b. Activities
    - i. All activities to occur within the Cemetery are subject to approval of and direction by the Cemetery.
    - ii. The Cemetery shall schedule all activities conducted within the Cemetery.
    - iii. Arrangements for all activities within the Cemetery must be completed eight (8) business hours prior to such activity. The Cemetery may make an exception to this requirement in its sole discretion.
    - iv. Vehicles within the Cemetery shall be operated only on driveways and roadways.
    - v. Persons must, unless necessary to gain access to a Burial Space, utilize avenues, walkways, and roads of the Cemetery.
    - vi. Persons accompanied by animals must clean up after such animals.
    - vii. No person may possess or consume illegal drugs or alcohol within the Cemetery.
    - viii. No person, other than military guard of honor, law enforcement and security personnel, may possess or use firearms within the Cemetery.
    - ix. No person may disturb the quiet order of the Cemetery.
    - x. No person may fish, hunt, feed or disturb any fish or animals within the Cemetery.
    - xi. No person may mar, break, or injure any Merchandise within the Cemetery.
    - xii. No person may remove any landscape feature of the Cemetery without the permission of the Cemetery.
    - xiii. Artificial flowers may be placed within the Cemetery and are subject to the approval of the Cemetery. Natural flowers are discouraged, and subject to authorization of the Cemetery.
    - xiv. No person may hire Cemetery employees to perform services within the Cemetery.
    - xv. Political protests are prohibited pursuant to Florida law.
    - xvi. Soliciting, peddling, or distributing literature forms or flyers within the Cemetery is prohibited unless permitted by the Cemetery.
    - xvii. No advertisements may be placed within the Cemetery.

IV. Acquisition of Burial Rights

- a. Burial Spaces can be purchased only with the approval of the Cemetery and subject to the Rules and Regulations now or hereafter adopted by the Cemetery.
- b. The Cemetery may require that the acquisition of a Burial Right be by a form provided or accepted by the Cemetery.
- c. Acquisition of a Burial Right must be for the purposes of personal or family use and may not be made for the purpose of speculation or resale of such Burial Right, except with the written permission of the Cemetery.
- d. The Purchase Agreement, these Rules and Regulations and any other document so identified by the Cemetery shall constitute the sole agreement between the Cemetery and the Owner. No written and/or oral statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery.
- e. The person named in the Purchase Agreement will be presumed to be the Owner of the Burial Rights unless the Cemetery approves, in writing, the sale or transfer of the Burial Rights in accordance with these Rules and Regulations.

V. Use of Burial Rights

a. General

- i. Burial Rights shall be used for no purpose other than for Burials as defined herein. No additional rights relating to real property are conveyed to the Owner.
- ii. A Burial Right may not be divided or partitioned.
- iii. Each Burial Right shall be subject to: (a) all applicable laws and governmental regulations; (b) the Articles of Incorporation and other documents of the Cemetery; and (c) the Rules and Regulations adopted by the Cemetery.
- iv. A Burial Authorization is required prior to conducting a Burial.
- v. A request to utilize Burial Rights must be received by the Cemetery at least eight (8) business hours prior to the time of the requested interment.
- vi. All Burials will be performed by employees, or agents of the Cemetery and will be accompanied by the Catholic Rite of Committal performed by a Catholic Presider. An approved non-Catholic Presider will be allowed to offer up to five (5) minutes of prayer and/or commentary, the content of which shall not be offensive or disrespectful of the Catholic faith and ritual, prior to the Rite performed by the Catholic Presider.
- vii. When there are two or more co-Owners, both may designate, in writing, one of the co-Owners for the purpose of granting authorizations. In the absence of such designation, the Cemetery may rely on the authorization of either co-Owner.
- viii. If no provision has been made for a Burial Space for human remains received by the Cemetery, the Cemetery may store the human remains in a suitable place.
- ix. The Cemetery may rely upon the identification of the decedent provided by the decedent's legally authorized person.
- x. The Cemetery may correct any error made during a Burial. Such correction may include substitution of Burial Rights of comparable value and location, as determined in the sole discretion of Cemetery, or the issuance of a refund for the amount paid for such Burial Right. Other than as described herein, the Cemetery has no liability as a result of any error described herein.

- xi. No more than one set of human remains shall be buried in a single Burial Space unless authorized by the Cemetery. The Burial of each decedent shall be considered a single Burial subject to fees for a Burial Space and Burial Services.
    - 1. Cremation Lots have a maximum number of Burial Rights and these vary by size and location.
      - a. Three feet by three feet Cremation Lots allow for the Burial of up to two cremated human remains.
      - b. Three feet by six feet Cremation Lots allow for the Burial of up to four cremated human remains.
  - xii. In selected Cremation Lots additional Burials may be allowed as authorized by the Cemetery. The Cemetery may require that all persons attending a Burial remain at a safe distance as determined by the Cemetery.
  - xiii. All protests of Burials must be in writing and filed with the Cemetery office.
  - xiv. The Cemetery may postpone, temporarily store human remains, or reschedule a service if conditions, including, but not limited to the following, exist: failure to comply with these Rules and Regulations, a protest has been made, too many services are scheduled concurrently, inclement weather conditions, inclement water conditions, equipment breakdown, work stoppage, work slowdown, strike by labor union, or because of other conditions beyond the control of the Cemetery.
  - xv. Outer Burial Containers are required in some sections of the Cemetery in order to utilize Burial Rights therein.
- b. Burial in a Crypt
    - i. No Burial in a Crypt may occur unless the casket containing human remains conforms to the Cemetery's specifications and the casket is placed into an Outer Burial Container which conforms to the Cemetery's specifications.
    - ii. The dimensions of each Crypt are specific and cannot be altered. It is the sole responsibility of the Owner to ensure that any Merchandise purchased for placement into a Crypt will fit.
    - iii. Crypt decorations are subject to the sole approval of the Cemetery. No decorations may be placed on the floor of a mausoleum or affixed in any way to a Crypt without the permission of the Cemetery.
- c. Inurnment
    - i. Exterior Columbarium
      - 1. Each Burial Space in an Exterior Columbarium can accommodate up to two (2) containers of cremated human remains of specific designs. The inscriptions are to be engraved on the front of the Niche.
      - 2. No other decoration or item may be affixed to the front of the Niche or elsewhere on the Exterior Columbarium.
    - ii. Interior Columbarium
      - 1. The glass front Niches vary in size and can accommodate two or more containers of cremated human remains of specific designs, depending upon the dimensions of the respective Niche.

2. An etched block of stone, or other material, will be provided by the Cemetery for the memorial of family and individual names and dates.
  3. Glass front Niches are shrine walls. Each family is expected to respect the sacredness and dignity of their loved one's space and the space as a whole.
- iii. The dimensions of the Niche are specific and cannot be altered. It is the sole responsibility of the Owner to assure that any Merchandise purchased for placement into the Niche will fit.
  - iv. Niche decorations are subject to the sole approval of the Cemetery. No decorations may be placed at the base of an Exterior Columbarium or on the floor of an Interior Columbarium or affixed in any way to a Niche without the permission of the Cemetery.
  - v. The number of items permitted in each glass front Niche will be determined by the Cemetery. Only one picture frame no larger than 3 ½ inches x 5 inches is allowed. Religious and personal items shall be displayed with respect and under the guidance of the Cemetery. The Cemetery discourages the placement of items of significant monetary value.
  - vi. The scattering of cremated human or non-human remains within the Cemetery is prohibited.
- d. Disinterment
- i. A Disinterment shall be performed only by authorized Cemetery personnel.
  - ii. A Disinterment must be in accordance with the laws and rules of Florida and Seminole County and be authorized by the Cemetery, the Burial Rights Owner and the decedent's legally authorized person.
  - iii. The Cemetery may require that all persons attending a Disinterment remain at a safe distance as determined by the Cemetery.
  - iv. The Cemetery shall exercise due care in making a Disinterment, but shall assume no liability for damage or loss of human remains, or Merchandise.
  - v. When human remains are transferred from one Burial Space to another, a new Outer Burial Container may be required in the sole discretion of the Cemetery.
- e. Fees
- i. All amounts due for Burial Rights, Merchandise and Burial Services must be paid in full before a Burial or installation of any Merchandise is performed within the Cemetery.
  - ii. Any fees due to the Cemetery as described in these Rules and Regulations must be paid in full before the activity to which such fee relates is permitted by the Cemetery.
  - iii. The Cemetery may charge additional fees for: services provided on holidays, that are completed after hours, or without the required eight (8) business hours' notice or at times other than as identified on the Burial Authorization

## VI. Sale or Transfer of Rights

### a. General

- i. Owners are not allowed to sell their Burial Right, in whole or in part, except to the Cemetery, and then only under limited circumstances.

- ii. No transfer or assignment of any Burial Right, or interest therein, shall be valid until accepted in writing by the Cemetery.
- iii. All co-Owners of a Burial Right must authorize the sale or transfer of such Burial Right.
- iv. Upon the death of an Owner of a Burial Right, title to such Burial Right vests as set forth in any valid testamentary documentation. If no such documentation exists, then title shall vest in accordance with Florida law.
- v. Upon the death of a co-Owner of a Burial Right, title to such Burial Right vests as set forth in any valid testamentary documentation. If no such documentation exists, then title shall immediately vest in the surviving co-Owner(s), subject to the vested Burial Right of the remains of the deceased co-Owner.
- vi. Upon receipt of an Order from a court of competent jurisdiction directing the conveyance or distribution of a Burial Right, the Cemetery shall revise its records to reflect ownership of the Burial Right in accordance with such Order.
- vii. The Cemetery may, in its sole discretion, accept exchanges of Burial Rights between Owners.
- viii. Disinterment for the purposes of resale or transfer of Burial Rights is prohibited.

VII. Merchandise

a. General

- i. All Merchandise must conform to the specifications established by the Cemetery.
- ii. Specification for types of Merchandise, including but not limited to those identified herein, are available from the Cemetery: Foundations; Memorials; Caskets; Outer Burial Containers, and Private Mausoleums.
- iii. The Cemetery may prohibit the installation of any Merchandise in its sole discretion.

b. Approval of Contractor and Installation

- i. No Merchandise may be installed within the Cemetery without the permission of the Cemetery given on forms provided by the Cemetery pursuant to these Rules and Regulations.
- ii. All Merchandise must be paid in full before merchandise is installed.
- iii. The Cemetery may require receipt of a blueprint or rendering and a complete description of any Merchandise to be installed within the Cemetery prior to such installation.
- iv. The Cemetery shall determine the date and time of any Merchandise installation or construction.
- v. A Contractor must apply for approval of installation of any Merchandise or inscription on a form provided or approved by the Cemetery. The application must be received by the Cemetery no later than eight business hours prior to the proposed installation.
- vi. The Cemetery requires that a Contractor provide evidence of all required registration, licensure, and proof of minimum insurance coverage as determined by the Cemetery and subject to change from time to time.

c. Installation

- i. The installation or removal of any Merchandise is subject to authorization by the Cemetery and the Owner. These requirements do not apply to the removal of merchandise for the purposes of repair or maintenance of the item or the area surrounding the item.
  - ii. Installation of Veteran Memorials must conform to current cemetery and Veteran's Administration regulations.
    - 1. All Veteran's Administration Memorials must be made exclusively of granite.
  - iii. The Cemetery may, in its sole discretion, stop any installation or repair or maintenance.
- d. Limitations and Prohibitions
- i. Certain sections of the Cemetery are restricted to certain types of Merchandise.
    - 1. Lawn Crypt Lots without Upright Monument Privilege
      - a. Individual spaces may have a lawn level marker of 24 inches by 12 inches x 4 inches in size.
      - b. Two (2) contiguous spaces may have a lawn level marker of 48 inches by 12 inches by 4 inches in size.
    - 2. Lawn Crypt Lots with Upright Monument Privilege
      - a. When a Purchaser selects two (2) or more contiguous spaces, the Purchaser may erect an Upright Monument.
      - b. Approved Upright Monument sizes differ by location and lot, this information is available at the Cemetery Office.
    - 3. Cremation Lots
      - a. Three (3) feet by three (3) feet Cremation Lots may have a lawn level marker of 24 inches by 12 inches x 4 inches in size .
      - b. Three (3) feet by six (6) feet Cremation Lots may have a lawn level marker of 36 inches by 12 inches x 4 inches in size.
      - c. Special memorials and/or benches are permitted in selected Cremation Lots subject to approval by the Cemetery.
    - 4. Private Mausoleums
      - a. Private Mausoleums are allowed only in designated areas.
      - b. Private Mausoleums must be approved in advance and constructed in accordance with Cemetery specifications.
      - c. A deposit to the Private Care & Maintenance Fund of an amount mutually agreed upon by the Cemetery and the Owner of the Private Mausoleum must be made prior to the commencement of construction of the Private Mausoleum.
  - ii. Portraits or any other material may not be attached to a Memorial. Lithochrome or other paints are prohibited.
  - iii. All Memorials must be made exclusively of granite
  - iv. All Memorials shall be set on uniform lines as prescribed by the Cemetery.
  - v. An American flag, not to exceed 24 inches in height may be placed on a Burial Space one (1) week before Memorial Day, Veterans Day, and Independence Day.

Flags must be removed three (3) days after the holiday; flags not removed timely will be removed by the Cemetery.

- vi. The Cemetery is obligated to furnish or substitute Merchandise which conforms to the description on the Purchase Agreement and is not required to provide a specific brand or provide merchandise from a specific manufacturer, supplier or vendor.
  - vii. The only warranty on any Merchandise sold by the Cemetery is the express written warranty of the manufacturer of such Merchandise, if any.
  - viii. The Cemetery is not responsible for any defects in material or workmanship or for errors or omissions relating to Merchandise which is not purchased from or installed by the Cemetery.
  - ix. The Cemetery is not liable for maintenance and repair of Memorials as Memorials remain the private property of the Owner.
- e. Inspection, Correction and Removal of Merchandise
- i. The Cemetery shall have the right to inspect the installation of any Merchandise.
  - ii. No Merchandise shall be removed from any Burial Space without the permission of the Cemetery unless such removal is pursuant to these Rules and Regulations.
  - iii. If, in the sole discretion of the Cemetery, the Cemetery determines the installation was not completed or properly performed, it shall notify the Contractor and the Owner. Failure of the Contractor to make any required correction to the installation within thirty (30) days from the date of notification by the Cemetery shall subject such Merchandise to correction or removal by the Cemetery.
  - iv. Any Contractor who has failed to make a requested correction of an installation pursuant to these Rules and Regulations may be prohibited from making future installations within the Cemetery.
  - v. If any Merchandise or inscription is determined by the Cemetery, in its sole discretion, to be offensive or improper, the Cemetery may (a) refuse to permit installation or (b) correct or remove such Merchandise or inscription.
  - vi. If the Cemetery makes an error regarding the installation or inscription of Merchandise, the Cemetery shall have the right to correct such error. Other than as described herein, the Cemetery has no liability as a result of any error described herein.

VIII. Care & Maintenance of Cemetery

- a. General
  - i. The Cemetery must comply with any duty of care required by law, including with the requirement to maintain a Care & Maintenance Trust Fund pursuant to Florida law.
  - ii. The Cemetery is not responsible to any party for loss or damage, direct or indirect, resulting from any circumstance beyond its control.
- b. Exclusive Rights of Cemetery
  - i. The Cemetery shall have the sole and exclusive authority to care for and maintain the Cemetery and to perform Burials.

- ii. The Cemetery may conduct a general cleanup twice each year, on or around May 31 and on or around November 30, if conditions permit. All decorations will be removed and discarded during such cleanup. All Christmas decorations will be removed and discarded beginning January 15 if conditions permit.
- iii. No persons other than duly authorized employees of the Cemetery shall be permitted to perform any work within the Cemetery without the permission of the Cemetery.
- iv. The Cemetery may enlarge, reduce, re-plat, or change the boundaries or grading of the Cemetery or a section thereof.
- v. The Cemetery may modify, change the locations of, remove or re-grade any features, roads, drives, trees, shrubs, flowers, landscaping or walks.
- vi. The Cemetery may maintain, operate, alter, or change pipelines or gutters for sprinkling systems, drainage, and lakes.
- vii. The Cemetery may use Cemetery property not sold to Owners as determined in its sole discretion.
- viii. The Cemetery reserves to itself and to those lawfully entitled thereto a perpetual right of ingress and egress of Burial Spaces for the purpose of passage to and from other Burial Spaces.
- ix. The Cemetery may remove, and is not responsible for, any flowers or landscape feature of any kind if they become unsightly or diseased, as determined in the sole discretion of the Cemetery.
- x. If any landscape feature becomes detrimental to the Cemetery, the Cemetery may remove or correct such landscape feature. In the event of such removal, the Cemetery shall have no obligation to replace the landscape feature.
- xi. No landscape feature may be placed by anyone other than the Cemetery without permission from the Cemetery. If placement of a landscape feature is permitted, the Cemetery may inspect the placement and require correction, correct or remove it as determined in the sole discretion of the Cemetery.

IX. Modifications and Amendments

a. General

- i. The Cemetery is liable only as described within these Rules and Regulations.
- ii. The Cemetery may adopt new Rules and Regulations, or amend, alter or repeal the Rules and Regulations at any time with or without notice to the Owners.
- iii. Enforcement and interpretation of these Rules and Regulations shall occur in the Cemetery's sole discretion.
- iv. Circumstances may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Cemetery may, without notice to Owners, make exceptions, suspensions, or modifications in any of the Rules and Regulations. Any such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.
- v. If any of the Rules and Regulations provided herein are held to be unenforceable for any reason, all other Rules and Regulations contained herein will remain in full force and effect.