



MONASTERY MARCHA ORTHODOX CEMETERY CEMETERY RULES AND REGULATIONS



Monastery Marcha Orthodox Cemetery
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PREFACE

This manual is intended for the operation of St. Sava Cathedral's nonprofit Cemetery located at 5095 Broadview Road in Richfield, Ohio. It is understood that the Cemetery will be organized and operating under the written bylaws of Saint Sava Cathedral and the Serbian Orthodox Church Eastern American Diocese. The organization of the Cemetery will be implemented by the St. Sava Church Board according to the agreement between The Cathedral and The Diocese. Monastery Marcha Orthodox Cemetery is dedicated, used and intended to be used for the final disposition and memorialization of human remains. Monastery Marcha Orthodox Cemetery is a privately-owned, non-profit business and reserves the right to sell burial plots to members in good standing of a canonical Orthodox Christian parish.

The following rules and regulations are published for the safety and protection of all visitors, plot owners, and for the operators of the Cemetery. The management is authorized to:

1. Enforce the rules and regulations to maintain order.
2. Refuse admission to/or remove any person or articles necessary to protect the tranquility and decorum of the Cemetery.
3. Enforce opening and closing times.

THESE RULES AND REGULATIONS ARE INCORPORATED INTO THE AGREEMENT FOR AT-NEED RIGHT OF INTERMENT AND THE AGREEMENTS FOR PRE-NEED RIGHT OF INTERMENT. THE AGREEMENTS FOR RIGHT OF INTERMENT SET FORTH IN THE PREVIOUS SENTENCE ARE INCORPORATED IN THESE RULES AND REGULATIONS AS IF FULLY REWRITTEN. THE CERTIFICATE OF RIGHT OF INTERMENT, THE PURCHASE CONTRACT, THESE RULES AND REGULATIONS AND ANY AMENDMENT THERE TO SHALL BE THE SOLE AGREEMENT BETWEEN SAINT SAVA CATHEDRAL AND THE OWNER OF THE RIGHT OF INTERMENT AND HIS/HER HEIRS, SUCCESSORS AND ASSIGNS. ANY ORAL OR WRITTEN STATEMENTS BY ANY SALES AGENT OR OTHER EMPLOYEE SHALL IN NO WAY BIND THE SAINT SAVA CATHEDRAL. THE SAINT SAVA CATHEDRAL IS PERMITTED AND RESERVES THE RIGHT TO MAKE MODIFICATIONS OR AMENDMENTS TO THESE RULES AND REGULATIONS WITHOUT NOTICE AND ALL OWNERS, PURCHASERS AND VISITORS WILL BE SUBJECT TO THE RULES AND REGULATIONS OF THE CATHEDRAL AND THE DIOCESE IN PLACE AT THE TIME.

AUTHORITY TO OPERATE

The Cemetery shall operate under the authority of the Church Board pursuant to the bylaws of Saint Sava Cathedral and the Serbian Orthodox Church Eastern American Diocese. The Church Board may designate an individual or committee to serve as caretaker or director who shall oversee the operations of the Cemetery. Monastery Marcha Orthodox Cemetery is registered with the State of Ohio Department of Commerce Division of Real Estate and Professional Licensing (License CEO.2012000724).

Per Ohio Revised Code (1721.21), the establishment of an endowment care trust does not apply to a family Cemetery as defined in section 4767.02 of the Revised Code, to any Cemetery that is owned and operated entirely and exclusively by churches, religious societies, established fraternal organizations, municipal corporations, or other political subdivisions of the state, or to a national Cemetery.

I. DEFINITIONS

101. At-need.

The term "at-need" means at the time of, or immediately following, death.

102. Beneficiary.

The term “**beneficiary**” means one who benefits from an act, such as a person for whom a prepaid contract is entered into or the successor-in-interest of a life insurance policy.

103. Cemetery.

The term “**Cemetery**” means Monastery Marcha Orthodox Cemetery located at 5095 Broadview Road Richfield, Ohio 44286-9480 located in Summit County.

104. Certificate of Ownership of Interment Rights.

The term “**certificate of ownership of interment rights**” means the document issued by the Cemetery to convey an interment right in a particular interment space, which has legally been known as a right of sepulture.

105. Contractor.

The term “**contractor**” means any person or business hired by someone other than the Cemetery to work on the Cemetery grounds.

106. Disinterment.

The term “**disinterment**” means the act of removing human remains from an interment space for the purpose of relocating the remains to another interment space in the Cemetery or elsewhere.

107. Final Disposition.

The term “**final disposition**” means the lawful disposal of human remains by interment as per the rules and customs set forth by the Serbian Orthodox Church.

108. Grave.

The term “**grave**” means an area of ground in the Cemetery established for the burial of human remains in the ground.

109. Human Remains.

The term “**human remains**” means the body of a deceased human being in any stage of decomposition.

110. Interment.

The term “**interment**” means the final disposition of human remains in the Cemetery by burial.

111. Interment Right.

The term “**interment right**” means the right to place human remains in a specific interment space, subject to these rules and regulations.

112. Interment Services.

The term “**interment services**” means the process of interring human remains, including but not limited to administrative, clerical, legal, mechanical and physical services performed by Cemetery personnel in conjunction with the opening of an interment space in preparation for the interment and the subsequent closing of the interment space after the interment.

113. Interment Space.

The term “**interment space**” means a space that has been established by the Cemetery for the final disposition of human remains limited to graves.

114. Lot.

The term “**lot**” means an area within the Cemetery consisting of more than one interment space established by the Cemetery as a subdivision of a garden for organizational purposes.

115. Marker.

The term “marker” means a memorial made of granite placed on a grave or plot, and stands above ground. A marker is angled with the front of the marker having a height less than the back of the marker.

116. Memorial.

The term “**memorial**” means an item of merchandise used to identify the person interred in an interment space or to commemorate their life, deeds or career limited to a grave marker or monument.

117. Memorial Care.

The term “**memorial care**” means any care provided or to be provided for the general maintenance of memorials, including but not limited to refinishing, resetting, straightening, or replacing damaged memorials.

118. Memorial Services.

The term “**memorial services**” means the services provided by the Cemetery as part of a funeral or memorial service.

119. Monument.

The term “**monument**” means a memorial made of a granite tablet placed upon a footer or granite base.

120. Outer Interment Container.

The term “**outer interment container**” means a container engineered and designed to hold a casket or other inner burial container and support the overlying earth and earth handling equipment used in Cemetery operations. Only concrete or metal burial vaults approved by law are permitted.

121. Owner.

The term “**owner**” means the person who lawfully possesses an interment right and whose name is recorded as such in the Cemetery’s records.

122. Pre-need.

The term “**pre-need**” means prior to the beneficiary’s death.

123. Purchase Agreement.

The term “**purchase agreement**” means a contract pursuant to which the Cemetery agrees to sell and deliver interment rights, merchandise and/or services.

124. Section.

The term “**section**” means the area within the Cemetery consisting of more than one interment space established by the Cemetery as a subdivision of a lot for organizational purposes.

II. PURCHASE OF INTERMENT RIGHTS AND SERVICES

201. Gardens, Interment of Caskets.

Persons desiring to purchase an Interment Space in the Cemetery are referred a member of the Cemetery Committee or designated cemetery manager. The Cemetery has Interment Rights available in our Gardens. The Cemetery sells Interment Spaces designed for the ground Interment of commonly available standard sized caskets. Soliciting of any kind prohibited without the written permission of the Saint Sava Cathedral Executive Board.

202. Description of Services.

There are additional costs and fees that will be incurred in addition to the cost of the Interment Rights. In the interest of full disclosure and informed decision-making, these costs and fees are set forth in **Appendix A**. These fees are subject to change.

203. Refund Policy.

Except as otherwise set forth in these Rules and Regulations, the policy for all refunds are as follows:

1. When a purchaser enters into an Agreement for the purchase of a Right of Interment and other and services, and the Owner has complied fully with the contract's terms and conditions, the Agreement is deemed fully executed and the Cemetery has issued or will issue a Certificate of Right of Interment. If the Owner prior to the issuance of the Certificate of Right of Interment or the Owner as identified on the Certificate as issued seeks to cancel the fully executed contract to return the Right of Interment along with any services and items purchased and is seeking a refund of the original purchase price, the Cemetery's policy is as follows:
 - a. While the Cemetery is exempt from the provisions of the Ohio Revised Code §1721 regarding cancellation and does not waive its right of exemption, in the event the Owner or Owner cancels the Agreement in writing not later than midnight of the seventh (7th) day following the date of the contract, the Cemetery shall return all monies paid hereunder.
 - b. If Owner or Owners should cancel the Agreement for a purchase after midnight of the seventh (7th) day, in consideration of the administrative expenses incurred, the Cemetery will assess a cancellation fee equal to ten (10) percent of the original purchase price for each right of interment as set forth in the Agreement.
2. When a purchaser enters into an installment contract with the Cemetery, the policy regarding refunds as set forth on the Agreement for Pre-Need Right of Interment is binding. The Cemetery shall not issue nor is obligated to issue an Interment Authorization until the final installment is paid.
3. A letter requesting a refund must be submitted by the original Owner of the Right of Interment. The Cemetery has the right to refuse the return of any Certificate of Ownership of Burial Rights.

III. CARE AND MAINTENANCE

301. Maintenance of Grounds.

The Cemetery shall have sole and exclusive authority to maintain the Cemetery's buildings and grounds, subdivide the property, plat, map, survey and install improvements within the Cemetery. The Cemetery, may, but is not required to, expend additional amounts from its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery is maintained, but it will be at the Cemetery's discretion or in the event of specific agreements for "special care." The Cemetery may, at its sole option, provide special care at an Owner's expense. Estimates of special care will be made by the Cemetery upon application, and charges for the work must be paid in advance.

The Cemetery grounds and buildings will be maintained and preserved. Cemetery maintenance includes maintenance of a pleasing lawn, leaf disposal, seeding or laying sod, filling sunken areas, maintaining roads, cutting the grass at reasonable intervals, pruning of trees and shrubs, and such other work necessary to keep the Cemetery in good and neat condition. The Cemetery reserves the right for its workers and agents to enter upon or cross over any Interment Space as necessary to conduct normal Cemetery operations. Except as specifically allowed by these Rules and Regulations or by written authorization issued by the Cemetery, all landscaping, care of Interment Spaces and other work in the Cemetery will be done by Cemetery personnel. In the event of written authorization, the authorized work shall be subject to all provisions of these Rules and Regulations that pertain to the activity involved.

302. Plants, Trees and Shrubs.

Shrubs and trees may not be planted at the Cemetery without first securing the Cemetery's permission. Permission will generally not be granted and will only be allowed if the proposed planting will not interfere with the care and maintenance of the grounds and when it is in harmony with the surrounding landscape. If any tree, shrub or plant, by means of its roots, branches or otherwise, becomes detrimental to the Interment Space upon which it stands or to any adjacent Interment Spaces, walkways, roadways,

waterways or drainage systems, or if for any other reason its removal is deemed necessary, the Cemetery shall have the right to remove any such tree, shrub or plant, or any part thereof, or otherwise correct the existing condition as, in the Cemetery's judgment, it deems best. The Cemetery shall have no obligation to replace trees, shrubs and plants removed by the Cemetery, even if they were purchased as a Memorial.

1. Annual flowers are permitted in a bed twelve inches in front of the headstone and the length of the monument. Bulbs may also be planted. Plantings cannot be placed behind stones. If a family owns several graves in a row, they may plant between the stones or make one large bed in front of several monuments if the bed does not exceed the twelve-inch bed.
2. Perennial plants may also be used, but rose bushes or other spreading shrubs are not permitted.
3. It shall be the obligation of the person planting to maintain the flowerbeds. Seriously neglected flowerbeds will be cleaned and plants removed by Cemetery staff.
4. Fences, plastic edging, brickwork, etc. which constitute borders, other forms of decorations which serve as obstructions to maintenance equipment and sources of damage to nearby headstones are prohibited. These items are hazardous to Cemetery workers and visitors. The Cemetery staff will remove all such items. Vigil lights are permitted. The Cemetery and staff are not responsible for any damage or breakage that may occur to items adjacent the grave markers.
5. Seasonal wreaths, artificial floral decorations and other graveside adornments will be removed by Cemetery staff as their appearance deteriorates. To preserve an orderly appearance of the Cemetery all decorations will be removed by the staff on or around March 1 and November 1 of each year thus allowing a seasonal renewal of grave sites.
6. Seasonal wreaths and artificial floral decorations should be removed in a timely manner. Decorative items which are gaudy, distracting, or non-religious are prohibited. This includes and is not limited to: sports team pennants, windsocks, etc. The Cemetery provides benches for your comfort. Private benches present obstructions to the maintenance of the property and therefore are not permitted.

A Memorial Tree program is available. Donations can be made to the Cemetery for the purchase and planting of a tree. The Cemetery and landscaper reserve the right to select the type of tree and planting location. The Cemetery staff or their contracted agents only may plant trees. Contact the Cemetery office for additional information.

303. Ingress and Egress, Walkways, Roadways, Drainage and Buildings.

The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over Interment Spaces for the purpose of passage to and from other Interment Spaces. Except as necessary to gain access to other Interment Spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roadways. The Cemetery reserves the right to alter, change or remove walkways, roadways, waterways and drainage systems and other physical properties.

304. Acts Beyond the Cemetery's Control.

The Cemetery and its agents do not assume and are not liable for damage, actual or mental, resulting from normal operations or from loss by vandalism and other acts beyond the Cemetery's control. Specifically, but not by way of limitation, the Cemetery and its agents do not assume and are not liable for loss or damage caused by the elements, acts of God, common enemy, thieves, assailants, vandals, strikers, lockout or other labor events, malicious mischief makers, explosion, unavoidable accident,

invasion, insurrection, riot, government act, regulation or order of any military or civil authority, whether the loss or damage is direct or indirect.

305. Maintenance of Memorials, Damage.

Unless damage is caused by the Cemetery's staff or agents, the Cemetery is under no obligation to maintain, repair or replace Memorials placed within the Cemetery. Nothing in these Rules and Regulations shall be construed as modifying any existing contract as to perpetual care. In general, Memorials are privately-owned property and are not covered by perpetual care. The Cemetery is liable for the perpetual care of Memorials only if assumed in a specific contract with the owner of a Memorial.

IV. MEMORIALS

401. Temporary Memorials.

Temporary markers placed at the time of Interment are not considered permanent. The erection of a temporary marker is a courtesy service not provided by the Cemetery, and will be removed after a reasonable length of time or when they no longer present a neat appearance. Wooden crosses, and only wooden crosses, are permitted on the grave in place of a stone monument until a stone monument is purchased. Planting rules for the wooden crosses are the same as those for stone monuments.

402. The Cemetery May Correct Errors.

The Cemetery reserves and shall have, the right to correct any errors that maybe made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property. The Cemetery may correct any error made in the location of a foundation, Monument or Memorial.

403. General Limitation of Memorials and Companion Memorials.

With the consent of the Owner(s) of both Interment Spaces, Companion Memorials are permitted. Only one Memorial may be placed on an Interment Space, unless otherwise approved by the Cemetery. Veteran's plaques at the foot of an Interment Space are generally allowed. The Cemetery may refuse to install, prohibit or remove any Memorial with inappropriate or offensive content, as determined by the Cemetery. The Cemetery may refuse to install, prohibit or remove any Memorial if it conflicts with the identity of an individual interred therein.

404. Granite Monuments.

No memorial or monument may be brought into the Cemetery until the material, design, size and the inscription have been approved by the Cemetery Committee of the Monastery Marcha Orthodox Cemetery. Graves must be paid in full before monuments are ordered or placed in the Cemetery. All stones are set on foundations provided by the Cemetery. Monuments/memorials other than granite are not permitted. An exception is made for the bronze markers provided by the Veterans Administration. *Applications for Veterans Markers can be obtained From the VA Funeral Director.*

Memorials must also be set on uniform lines and/or foundation as prescribed by the Cemetery to conform to the general plan of the Cemetery.

405. Monument and Marker Size.

At each grave one single wide monument is permitted or on two adjacent graves a double wide monument is permitted.

³⁵/₁₇ Single wide monuments shall be 24 to 36 inches long, 8 inches to 18 inches in thickness having a combined height not to exceed 42 inches with a base, or 36 inches without a base.

³⁵/₁₇ Double wide monuments shall be 48 to 72 inches long, 8 inches to 18 inches in thickness having a combined height not to exceed 42 inches with a base, or 36 inches without a base..

- ³⁵₁₇ Single wide markers shall be 24 to 36 inches long, 8 inches to 18 inches in thickness having a combined height not to exceed 48 inches with a base, or 24 inches without a base..
- ³⁵₁₇ Double wide markers shall be 48 to 72 inches long, 8 inches to 18 inches in thickness having a combined height not to exceed 48 inches with a base, or 24 inches without a base..

All monuments and bases shall rest completely on the continuous concrete foundation. No exceptions will be made for any reason.

Flush markers at the foot of a plot or grave are not permitted with the exception of bronze markers provided by the Veterans Administration when placed in conjunction with a granite monument.

406. Monument Contractors.

Monument contractors shall furnish and place all necessary wedging and set all marble and granite in a manner known to monument workers to produce a first-class job in every way. All joints must be sealed against moisture with non-staining materials. Monuments are regulated as to size and style. These regulations are mailed to all local dealers and can be obtained in the office. To preserve these areas and Cemetery design, exceptions will not be made.

Monument contractors must carry General Liability and Property Damage Insurance which will protect the Cemetery against any accident or damage caused by such contractor or his employees while performing work in the Cemetery. The Cemetery reserves the right to exclude from the Cemetery any dealer or agent in monuments, headstones, markers, etc., who does not observe strictly the rules and regulations of said Cemetery.

V. CASKETS AND VAULTS

501. Casket Material.

All Interments shall be made in a casket. If not made from metal or a plastic or fiberglass material, caskets shall be constructed from at least three-quarters inch (3/4") thick particle board of sufficient strength to support the weight of an adult human body. Caskets or alternative containers constructed from cardboard, corrugated fiberboard, pressed paper or similar materials may be used if such Caskets have been approved by the Cemetery after receipt of satisfactory proof that the container has been adequately tested and shown to be of sufficient strength to support the weight of an adult human body.

502. Casket Size.

The casket size used for an interment in a grave is determined by the size of the outer burial container. The outer burial container for a standard grave must not exceed 90 inches in length by 34 ¼ inches in width.

503. Vault Specifications.

Vaults are to be concrete or steel, buried to a minimum of 3 feet below grade to the top of the vault. Vaults are 33 to 36.5 inches wide with a maximum length of 90.5 inches, and are to be hermetically sealed. Wider vaults will be considered, and based on the approval of the Cemetery Committee.

VI. DECORATIONS

601. Floral Tributes and Decorations.

Floral tributes and decorations are encouraged, in the manner permitted by these regulations. The Cemetery treasures your living tributes and the benefits they bring to the appearance of the Cemetery in general. The Cemetery is not responsible for any missing floral tributes or decorations or for any damage. Some floral tributes, decorations and shepherd's hooks may at times need to be moved or picked up to permit Interments or for seasonal maintenance and care of the grounds.

602. Prohibited Items.

No hedges, fences, edging or enclosures of any kind will be permitted on Interment Spaces. Mulching with wood chips, rock, landscape fabric or similar items is strictly prohibited. Wooden boxes, lawn ornaments, signs, sculptures, glass or ceramic containers, cans, toys, or any other unsightly objects or objects that can break causing safety concerns or that could impede the Cemetery's ability to mow or trim grass will not be permitted and these items may be removed by Cemetery personnel without notice. Except as otherwise specifically approved by the Cemetery, benches are not allowed unless they are used in lieu of a Memorial and set perpendicular to the Grave. The indiscriminate use of these types of objects detracts from the general appearance of the Cemetery and makes care of the grounds very difficult. Certain areas of the Cemetery may have plans and formats which come first in making decisions regarding decorations.

603. Flag Poles.

Except as permitted for Memorial Day and Veterans' Day, flags and flag poles are generally not permitted at individual Interment Spaces.

604. Shepherd's Hooks and Removal of Dead Flowers.

Fresh, silk and plastic flowers are permitted when hanging on shepherd's hooks or placed in the bronze or plastic vases included on Memorials. Fresh flowers will be picked up by Cemetery personnel, without prior notice, when they become unsightly. The Cemetery may, at its discretion, remove decorative items other than flowers from Shepherd's Hooks if they detract from the beauty of the Cemetery. In that instance, notice will be provided and Owners will have an opportunity to claim the item(s). Shepherd's hooks must be set up against the Memorial and the hook must run parallel to the Memorial, so as not to interfere with Cemetery maintenance.

605. Additional Decorations for Memorial Day and Veteran's Day.

Additional decorations will be allowed immediately prior to Memorial Day and Veteran's Day. United States' flags may be placed on veteran's Interment Spaces to observe Memorial Day and Veteran's Day. If still present, Memorial Day decorations will be removed by Cemetery personnel on or after June 10th. If still present, Veteran's Day decorations will be removed by Cemetery personnel on or after November 30th.

606. The Cemetery Is Not Responsible for Damage or Loss.

The Cemetery is not responsible for the protection or maintenance of flowers, decorations, wreaths, emblems, flags and other items left at the Interment Space in conjunction with a funeral or remembrance service.

VII. OWNERSHIP OF INTERMENT RIGHTS

701. Owner and Interment Records.

The records of the Cemetery shall record and establish the Owners of Interment Rights in the Cemetery. The person named in the Certificate of Ownership of Interment Rights issued and of record will be recognized and treated as the Owner until an assignment and transfer has been filed with the Cemetery and recorded. Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall revise its records to reflect the terms of the Order. The owners of burial rights are responsible for notifying the Church of any change of address. Burial rights to plots in Monastery Marcha Orthodox Cemetery are exempt by law from taxation and cannot be seized for debt, or attached by any process of law; nor can they be mortgaged: or used as collateral for loans.

702. Limited Right of Use.

Interment Rights within the Cemetery shall be used for no purpose other than the Interment and/or memorialization of Human Remains. The Cemetery does not sell fee simple title to Interment Spaces.

The Cemetery sells a right of use called “interment rights” that permit the Interment of one person in the Interment Space purchased. An Owner does not, by virtue of such ownership, acquire any ownership interest in the Cemetery or in any surrounding land, building or any improvements.

703. Forms Approved and Signed by the Cemetery.

All Purchase Agreements for the purchase of Interment Rights must be on forms approved and signed by an authorized representative of the Cemetery.

704. Recording.

Any and all transfers of Interment Rights, whether by conveyance, assignment or Purchase Agreement, are subject to these Rules and Regulations as enacted or amended. All transfers of ownership are subject to a transfer fee that must be paid to the Cemetery when the transfer is recorded in the Cemetery’s records. A transfer is not effective until all transfer fees are paid.

705. Additional Interments and Subdivision of Interment Spaces.

Additional Interments and subdivision of Interment Spaces are not allowed. The placement of Cremated Remains under a Memorial is not permitted. A conditional or partial transfer is not permitted other than a transfer to a person who is already a Co-owner of the Interment Rights or the Owner(s) heirs.

706. Title and Certificates of Interment Rights.

The Cemetery will issue a Certificate of Ownership of Interment Rights upon payment in full of the purchase price and the Interment Rights will be recorded in the records of the Cemetery as evidence of the right of Interment. The title vested in the Owner is limited to the right to use the space for Interment purposes only and other consistent uses, such as memorialization, allowed by these rules and regulations. Every Interment Right is subject to all applicable laws and regulations, and other documents establishing the Cemetery and all rules and regulations adopted by the Cemetery, as then in force or as thereafter amended or adopted. The Certificate of Ownership of Interment Rights shall constitute the sole agreement between the Owner and the Cemetery and any contrary statements of any agent or employee of the Cemetery shall not be binding on the Cemetery. Title to all Cemetery land remains with Saint Sava Cathedral and the Serbian Orthodox Church Eastern American Diocese.

707. Reuse Is Prohibited.

Human Remains interred at Monastery Marcha Orthodox Cemetery may not be removed by heirs, Owners or any other person having an interest in any Interment Rights for the purpose of reselling the Interment Rights.

708. Speculation Prohibited.

Interment Rights shall be purchased solely for the purpose of personal or family Interments or another person identified in a Purchase Agreement or Certificate of Ownership of Interment Rights and not for purposes of speculation.

709. Permission to Inter and Proof of Ownership.

The Cemetery may prohibit any Interment within the Cemetery if the Cemetery has not received a duly executed written authorization from the Owner or Owners of the Interment Rights, heirs, the next-of-kin of the deceased or their respective authorized representative(s).

The Cemetery shall assume at all times that the Owner acquired his or her Interment Rights for the Interment of the purchaser or members of his or her family. Unless otherwise directed in writing, the Cemetery will permit the Interment of someone other than the Owner only upon proof of eligibility or ownership or as set forth below.

1. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy shall immediately vest in the survivor or survivors, subject to the vested Interment Rights of the remains of the deceased joint tenant.
2. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for Interments, memorialization, etc. with respect to the Interment Rights of the Owners. Any such designation must be in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior the Cemetery's action.
3. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights will be deemed to descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state of Ohio, subject to the Interment Rights of the deceased and his or her surviving spouse. Where such a transfer of ownership results in multiple Owners of any Interment Rights, each co-Owner shall have the right to be interred in any co-owned Interment Space which has not been used at the time of their death, and the consent of the other co-Owners shall not be required. Co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-owners.

710. Delays and Temporary Interments.

The Cemetery shall not be liable for any delay in Interment resulting from noncompliance with these Rules and Regulations or in any instance where the Cemetery has received an objection to the Interment from a person with any standing in the matter. In order to be recognized by the Cemetery, objections must be in writing and filed at the Cemetery's office. If the Cemetery receives Human Remains and no provision has been made for an Interment Space, if the Cemetery has received an objection, or in the event of noncompliance with these Rules and Regulations, the Cemetery may temporarily place the remains received by it in a holding facility, Crypt, or other suitable place, subject to any state or local sanitary code requirements. The Cemetery reserves the right to charge a fee for such temporary Interment.

711. Assignments and Transfers of Interment Rights.

The Cemetery reserves the right to repurchase Interment Rights at the original cost. Owners of Interment Rights may not assign or transfer their ownership rights. All assignments and transfers must be recorded at the Cemetery and are subject to a recording fee. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners.

712. Changes by the Cemetery.

The Cemetery reserves the right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a Garden or Section from time to time, including the right to remove, regrade, modify or change the locations of features, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use the Cemetery property not sold to Owners, for Cemetery purposes, including the interring and preparing for Interment of dead human bodies, or for anything necessary, incidental or convenient thereto.

VIII. VISITORS AND PROHIBITED BEHAVIOR

801. Thefts and Damage.

Except for the lawful owner thereof, no person shall remove any plant or flower, either wild or cultivated, from any part of the Cemetery. All persons are strictly forbidden to break or injure any tree or

shrub, to damage any Memorial or to deface the grounds of the Cemetery. The Cemetery is not liable for theft or damage to any personal property, including artifacts or personal effects, placed on or near Interment Spaces or elsewhere in the Cemetery.

802. Statuary, Benches, Chairs and Other Similar Objects.

Unless authorized by the Cemetery, the installation of statuary, benches, chairs and other like items is prohibited.

803. Criminal Mischief Laws Will Be Strictly Enforced.

The Cemetery grounds are sacredly devoted to the Interment of Human Remains and the provisions and penalties of law will be strictly enforced in all cases of intentional injury, disturbance and disregard of these Rules and Regulations.

804. Cemetery Employees.

Visitors and Owners may not hire Cemetery employees nor pay them to perform any service related to operation of the Cemetery or that would create a conflict of interest.

805. Disorderly Conduct.

No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

806. Visitors.

The Cemetery will be open to visitors and Owners at all times between the hours of 7:30 A.M. until dark. Any person entering the Cemetery at any other time without authorization from Cemetery personnel will be considered a trespasser. Visitors must use the entrance on Broadview Road/Route 176 to enter or leave the Cemetery. Upon entering the Cemetery grounds, all funeral activities, including funeral processions, are subject to the direction of a duly authorized representative of the Cemetery. Except as may be necessary to gain access to other Interment Spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads. Except as otherwise expressly permitted by the Cemetery, hunting is strictly forbidden in the Cemetery. Pets cannot be walked on Cemetery property. All pets must be kept in the car.

807. Automobiles.

Automobiles shall not be driven through the Cemetery in excess of a safe speed and shall always be driven on the right side of the roadways. Speed limits are 8 MPH unless otherwise posted. Automobiles are not allowed to turn around on the roadways and are not allowed to park or come to a full stop in front of an open Grave, unless in connection with a graveside service.

808. Firearms.

Other than law enforcement authorities, visitors may not bring, carry or use firearms within the Cemetery except in connection with a military guard of honor and military service or upon prior approval of the Cemetery. Visitors may not carry or use air or paint guns within the Cemetery.

IX. INTERMENTS

901. Locating Services and Identification of Human Remains.

The person making the funeral arrangements with the Cemetery and the funeral director, if different, shall designate the applicable Interment Space. This information used by the Cemetery to locate the Interment Space must be available in ample time to allow preparation of the Interment Space. Any change of location made after the Interment Space has been opened for Interment shall be at the expense of the responsible person. The Cemetery relies upon the identification of the deceased provided by the funeral director conducting the funeral services, next-of-kin or the authorized

representative and shall have no obligation to independently establish or verify the identity of the remains to be interred.

902. Safety of Attendees.

The Cemetery may require that all persons attending an Interment or Disinterment remain at a safe distance, as determined by the Cemetery, from the Interment Space during the Interment or Disinterment process.

903. Interments by Cemetery or Authorized Personnel.

All Interments and Disinterments within the Cemetery shall be performed only by Cemetery personnel or persons authorized by the Cemetery. A canonical bishop or priest of the Orthodox Faith must perform interment rites of any kind. Non-Orthodox clergy may not perform burial rites or rituals.

904. One-Person Limit - Additional Interments by Permission Only.

The Cemetery permits the Interment of only one person per Interment Space. Exceptions must be specifically authorized in writing by the Owner and next-of-kin or their respective authorized representative(s) and approved by the Cemetery.

905. Scheduling of Interment Services.

The Cemetery must be provided with advance notice of all Interments. In general, a minimum of forty-eight (48) hours prior notice is required, but exceptions will be made in cases of death from contagious disease or as authorized by the Cemetery. Additional time may be required when the ground is frozen. The Cemetery may postpone or reschedule any Interment Service if, in the discretion of Cemetery personnel, too many services are concurrently scheduled, because of inclement weather conditions, or because of other conditions beyond the Cemetery's control, including but not limited to a work stoppage, a work slowdown or a strike by a labor union. Interment cannot be made until the burial rights to the grave are paid in full. Burial is prohibited without the proper burial permits. Cremains will not be interred or distributed on the Cemetery property.

906. Disinterments.

All charges and fees for a Disinterment must be paid in advance through the funeral home. As a condition of performing any Disinterment, the Cemetery requires written authorization signed by the Owner and the deceased's next-of-kin or their respective authorized representative on a form approved by the Cemetery. Each Disinterment must be conducted in accordance with state and local law and a Disinterment permit is required. The bodies of persons who have died of a contagious disease shall be handled in strict accordance with the rules of the Ohio Department of Health. The Cemetery shall exercise due care in conducting a Disinterment, but shall assume no liability for damage to any Human Remains, casket or other type of inner burial container.

The Cemetery will provide the following services for Disinterment: location of the Interment Space.

The person arranging the Disinterment must arrange all other necessary services from another service provider, including removing the Human Remains from the Interment Space, replacing Interment containers if necessary, transporting the Human Remains and interring the Human Remains in the new Interment Space, wherever located.

907. The Cemetery May Correct Errors.

The Cemetery reserves and shall have the right to correct any errors that may be made by it in making an Interment, a Disinterment, or sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) selected by the Cemetery. Alternatively, the Cemetery, in its sole discretion, may refund the greater of the amount of money paid on account of the purchase of the Interment Rights or

the current sale price of the Interment Rights or services to which the error relates. If the error involves the Interment of the Human Remains in an incorrect location, the Cemetery reserves and shall have the right to remove and transfer such remains to the correct location or to a similar location of comparable value selected by the Cemetery. The Cemetery shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this section.

908. Interments Prohibited on Sundays and Holidays.

Interments shall not be conducted at the Cemetery on Sundays and on the following holidays: New Year's Day, Good Friday (Orthodox), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve & Day (Julian and Gregorian calendar).

909. Gravesites.

Grave sites are 3 feet X 9 feet up to 3 feet 2 inches in width by 10 feet long to accommodate vault size.

X. INSTALLATION OF MEMORIALS

1001. Notice to Cemetery.

A contractor must provide the Cemetery with at least seven business days' prior written notice of the intent to install a Memorial at the Cemetery or such lesser notice as the Cemetery deems acceptable. The notice shall also contain the color, type and size of the Memorial, the material, the inscription, and the full name and Interment date of the person interred in the Interment Space. Upon completion of the installation, the contractor shall immediately leave notice at the Cemetery's office indicating that the Memorial has been installed and all work related to the installation is complete. The amount of the Cemetery's Recording Fee is set forth in **Appendix A**.

1002. Damage to the Cemetery Grounds.

A person installing a Memorial shall be responsible to the Cemetery for any damage caused to the Cemetery grounds, including roadways, other than normal use.

1003. General Requirements.

1. Installation work shall cease during any nearby funeral procession or memorial service.
2. Installation work shall be done during the Cemetery's normal weekday hours (9:00 a.m. to 4:00 p.m.) or at such other times as may be arranged with the Cemetery.
3. A person selling a Memorial shall review the rules of the Cemetery to ensure that the Memorial will comply with these rules prior to ordering or manufacturing the Memorial. A Memorial must comply with these Rules and Regulations. In the event of noncompliance, the person installing the Memorial is responsible for removal of the Memorial and shall pay any reasonable expenses of the Cemetery in connection with the Memorial's removal.
4. The installer shall follow the Cemetery's instructions regarding the positioning of the Memorial. The amount of the Cemetery's Locating Fee is set forth in **Appendix A**.
5. During the excavation, all sod and dirt shall be carefully removed with no sod or dirt left on the Interment Space except the amount needed to fill the space between the Memorial and the adjacent lawn.
6. The installer shall carefully fill in any areas around the Memorial with topsoil or sand, in accordance with the Cemetery's written instructions.
7. The installer shall remove all equipment and any debris which has accumulated during installation of the Memorial.
8. The installer shall check to see if any adjacent Memorials have become soiled or dirty during installation of the Memorial and, if so, clean the adjacent Memorials.

9. If the installer damages any property at the Cemetery, the installer shall notify the Cemetery immediately. The installer shall repair the damage as soon as possible, upon approval by the Cemetery.
10. The installer shall submit proof of workers' compensation insurance and liability insurance sufficient to indemnify the Cemetery against claims resulting from the installation of the Memorial. Proof of liability insurance in an amount of one million dollars or more will be presumed to be sufficient in amount.
11. The Cemetery may inspect the installation site of a Memorial at any time. If the Cemetery determines that Cemetery rules are not being followed during the installation, the Cemetery may order the installation to stop until the infraction is corrected.
12. The Cemetery will provide written notice to the installer as soon as possible if the Cemetery believes that any of the following have occurred:
 - a. The Memorial has not been installed correctly.
 - b. The person installing the Memorial has damaged property at the Cemetery.
 - c. Other Cemetery requirements for installation have not been met, such as removal of debris or equipment.
13. The Cemetery shall inspect Memorials installed by outside contractors. The amount of the Inspection Fee is set forth in **Appendix A**.
14. If a Memorial sinks, tilts, or becomes misaligned within twelve months of its installation and the Cemetery believes the cause is faulty installation, the Cemetery shall notify the person who installed the Memorial in writing and the person who installed the Memorial shall be responsible to correct the damage, unless the damage is caused by the Cemetery or its agents.

XI. AMENDMENTS

1101. Notice and Copies.

A copy of these Rules and Regulations shall be made available for inspection and purchase at the Cemetery's office. Copies will be sold to interested persons at a reasonable cost. Owners are entitled to one set, and any amendments, without charge.

1102. Right to Revoke or Amend Rules.

The Cemetery hereby reserves the right, at any time or times and without notice, to adopt new Rules and Regulations or to amend or repeal any existing rule or regulation.

1103. Exceptions and Waivers.

Circumstances may arise in which the literal enforcement of these Rules and Regulations may impose an unnecessary hardship. The Cemetery reserves the right to make exceptions, suspensions, or modifications of any rule or regulation without notice when, in its judgment, a waiver is advisable. Any such waiver shall not be construed as affecting the general application of these Rules and Regulations.

APPENDIX A – CHARGES AND FEES

Interment

(Site preparation, opening, closing, recording, continued Cemetery services)

Burial Right/Plot Fee	\$1,300.00
Interment Fee	\$900.00
Maintenance Fee	\$350.00
Foundation Fee	\$250.00
Recording Fee	\$0.00

Disinterment

All Disinterments are to be arranged by the Descendant's through a Funeral Director.

APPENDIX B - AMENDMENT OF RULES:

This manual and the rules and regulations set forth herein may be amended, altered, and/or repealed and new rules adopted at any time by the Saint Sava Cathedral Executive Board, subject to compliance with applicable laws. The members of the Cemetery organization reserve the right to amend, alter, repeal or adopt new rules at the annual meeting of the organization. The general business, management, control, and operation of the Cemetery is vested in the directors elected by the members of Saint Sava Cathedral pursuant to the bylaws of Saint Sava Cathedral and the Serbian Orthodox Church Eastern American Diocese.

Special cases may arise in which the literal enforcement of a rule or regulation may impose unnecessary hardship. The Executive Board shall have the right, without notice, to make exceptions, suspensions, or modifications in any of the rules and regulations, when the same appears advisable. Any such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of these rules and shall be permitted only as specifically allowed and approved by a majority of the Saint Sava Cathedral Executive Board.

This operations manual containing the rules and regulations for the operation of the _____ Cemetery of _____, _____ County, Ohio, adopted by majority vote of the Saint Sava Cathedral Executive Board this _____ day of _____, _____.

Witness the hands of the officers and directors of the _____ Saint Sava Cathedral Executive Board this _____ day of _____, _____.

President

Secretary