

INTRODUCTION

The following Rules and Regulations (Bylaws) have been adopted for the mutual protection of owners of Interment Rights in the Cemetery. All owners of Interment Rights and other persons within the Cemetery, and all Interment Rights sold therein shall be subject to these Rules and Regulations as they now exist, and as same may reasonably hereinafter be amended or altered by the City of Tavares. Any reference to these Rules and Regulations in any purchase agreement entered into by the City, or in any Certificate of Interment Rights issued by the City of Tavares, shall have the same force and effect as if set forth in full therein.

The City of Tavares expressly reserves the right, at any time and without prior notice to any owners, to adopt new Rules and Regulations or to amend, modify, or repeal any article, section, paragraph, or sentence of these Rules and Regulations.

PURPOSE

These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery. Their enforcement will help protect the Cemetery and create and preserve its beauty. These Rules and Regulations are hereby adopted as the Rules and Regulations of the Cemetery, and all Owners of Interment Rights, visitors and persons performing work within the Cemetery, shall be subject to said Rules and Regulations, and all amendments or modifications thereto, as shall be adopted by the City from time to time.

SECTION I - DEFINITIONS

- 1.) The term “cemetery” shall mean the City of Tavares’ cemetery.
- 2.) The term “Certificate of Interment Rights” shall mean the document by which the Cemetery conveys to the Owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt or niche.
- 3.) The term “Contractor” shall mean any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than an employee of the City of Tavares.
- 4.) The term “crypt” means a space in a mausoleum of sufficient size used, or intended to be used, to entomb human remains.
- 5.) The term “entombment” means the placement of human remains in a crypt.
- 6.) The term “grave” means a space of ground in the Cemetery used, or intended to be used, for the interment of human remains.
- 7.) The term “interment” means the disposition of human remains by burial, entombment, or inurnment.
- 8.) The term “Interment Right” shall mean the right to inter the remains of a deceased in the Cemetery subject to the limitations referenced herein. An Interment Right is a license or easement right to interment in a specific interment space.
- 9.) The term “inurnment” means placement of cremated remains into a niche.
- 10.) The term “memorial” shall mean:
 - (a) A monument, tombstone, grave marker, tablet or headstone identifying a grave or graves; or
 - (b) A nameplate or inscription identifying a crypt or niche.
- 11.) The term “niche” means a space used, or intended to be used, for inurnment of cremated human remains.
- 12.) The term “Owner” shall mean the owner of an Interment Right or Rights within the Cemetery.
- 13.) The term “plot” means space in the Cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more adjoining graves, one or more adjoining crypts, or vaults, or one or more adjoining niches.
- 14.) The term “vault” shall refer to a metal, concrete rigid outer burial receptacle.

SECTION II - OWNERSHIP OF INTERMENT RIGHTS

1.) Interment Rights within the Cemetery shall be used for no purpose other than for the interment of human remains.

2.) A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of an Interment Right. Every Interment Right shall be subject to:

- (a) All applicable laws and governmental regulations, and
- (b) All Rules and Regulations adopted by the Cemetery, as now in force or as hereafter amended or adopted, whether or not as set forth herein.

The Certificate of Interment Rights, Purchase Agreement and these Rules and Regulations, and any amendments hereto shall constitute the sole agreement between the Cemetery and the Owner, and no statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery.

3.) The person named in the Certificate of Interment Rights issued and of record will be presumed to be the Owner of the Interment Right unless the City receives written evidence of the transfer or assignment of ownership in accordance with Section IV of these Rules and Regulations.. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.

4.) Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall restrict interments to the persons designated in accordance with such Order.

5.) If an Owner dies without providing a written declaration or a specific devise by Will, any unused Interment Rights descend to the heirs at law of the Owner, subject to the Interment Rights of the deceased, and his or her surviving spouse, as indicated in the Certificate of Interment Rights, and in accordance with the laws of descent and distribution of the state in which the Cemetery is located.

6.) Upon the death of a joint tenant, title to Interment Rights held in joint tenancy immediately vests in the survivor or survivors, subject to the vested Interment Right of the remains of the deceased joint tenant.

7.) When there are two or more Owners of a plot, or persons having Interment Rights therein, they may designate one or more persons for the purpose of granting authorization for interments, memorializations, etc. with respect to said plot. In the absence of such designation, and providing no one objects, the City shall not be liable for acting on any direction of any co-owner of the plot.

SECTION III - SUPERVISION OF CEMETERY

1.) The City reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.

2.) The City shall take reasonable precaution to protect Owners and the Interment Rights of Owners within the Cemetery from loss or damage; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and specifically, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosion, unavoidable accident, invasion, insurrection, riot or order of any military or civil authority whether the damage be direct or collateral, other than as herein provided.

3.) The City reserves the right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations or remove or regrade roads, drives, trees, shrubs, flowers, landscaping and walks. The City 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.

4.) The City management shall direct generally all improvements within the grounds and upon all lots and graves, before, as well as after, interments have been made therein. The City shall have sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the Cemetery.

5.) No persons, other than the duly authorized employees of the City, shall be allowed to perform any work within the Cemetery without written authorization issued by the City management.

6.) If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by the City management, to be offensive or improper, they shall have the right, and it shall be their duty, to enter upon such lot(s) and remove, change or correct, at the offending Owner's expense, the offensive or improper object or objects.

7.) If any tree, shrub or plant standing upon any lot, by means of its roots, branches, or otherwise, becomes detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the City management shall have the right, and it shall be its duty, to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best.

SECTION IV - SALE AND TRANSFER OF INTERMENT RIGHTS

1.) The sale or transfer of any Interment Right by any Owner shall not be binding upon the City until it is provided with written evidence of such sale or transfer. This procedure is required in order that the City may at all times have a complete and accurate record of all Owners. The City shall make available to its Owners, upon their request, necessary forms to effect any sale or transfer of Interment Rights.

2.) Any and all transfers of any Interment Right, whether same conveyance, assignment or purchase agreement, are subject to all Rules and Regulation of the City, which are not in full force and effect or which may be hereafter enacted. The recordation on the City's records of all transfers of ownership shall be subject to a nominal transfer fee as posted from time to time in the Utility Billing office, and which charge must be paid to the City when the transfer is recorded. No transfer of ownership shall be complete or effective until all transfer fees are paid.

3.) The subdivision of Interment Rights is not allowed without the consent of the Cemetery. No conditional or partial transfer of Interment Rights and no sale of an undivided interest therein, except to a person or persons who are already part-owners thereof, will be recorded.

4.) All agreements for the purchase of Cemetery Interment Rights must be on forms approved and signed by an authorized representative of the City. All terms and conditions for the purchase of Interment Rights must be recited in the purchase agreement. Verbal agreements or representations will not be recognized. All such agreements must provide for the appropriate payments to the City of Tavares and must be in compliance with applicable state laws.

5.) The Cemetery may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the City. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the City and/or such other documentation as the City may require.

SECTION V - INTERMENT REGULATIONS

1.) All Cemetery charges and fees for Interment Rights must be paid in full before an interment is made in a particular interment space within the Cemetery.

2.) The City must be provided with advance notice of not less than 36 working hours, or such other advance notice as is posted in the office of the City Utility Billing, before an interment can be performed. Exceptions will be made only in cases of death from contagious disease or when so ordered by the authorized representatives of the City.

3.) The City may postpone or reschedule a grave side or other interment service if too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the City.

4.) Prior to permitting any interment within the Cemetery, the City shall require the written authorization duly executed by both the Owner of the Interment Rights and the next-of-kin of the deceased or their respective authorized representative(s). Such authorization shall be

on forms provided by the City.

5.) No more than one human remains shall be interred in one grave, vault, or crypt, excluding cremains.

SECTION VI - GENERAL REGULATIONS

1.) No dogs or other domestic animals, except guide dogs, shall be permitted in the Cemetery.

2.) The possession or consumption of illegal drugs or intoxicating liquors within the Cemetery is strictly forbidden.

3.) No boxes, shells, toys, glassware, sprinkling cans, receptacles, stones, borders, fences, posts, or similar items will be permitted to be placed on any grave, lot or tree.

4.) The Cemetery is not responsible for theft or damage caused by third parties to any personal property, including artifacts, personal effects, etc., placed on graves, lots or elsewhere in the Cemetery.

5.) No benches, chairs or like items shall be permitted to be brought upon the Cemetery grounds, unless authorized in writing by the City and placed by its duly authorized personnel.

6.) No person shall be permitted to enter or leave the Cemetery except by the public entrance, which will be open during such hours as are specified and posted in the Cemetery and City Hall.

7.) Any person entering the Cemetery other than during posted visiting hours, without prior authorization from the City management, will be considered a trespasser.

8.) Upon entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of the Cemetery.

9.) Automobiles shall not be driven through the grounds in excess of the maximum speed as posted from time to time by the City, and shall always be driven on the right side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways, and are not allowed to park or to come to a full stop in front of an open grave, unless in connection with a grave side service.

10.) Only one floral arrangement per lot or grave shall be permitted and then only in a vase or receptacle approved by the Cemetery management:

(a) Potted plants are not permitted, except on the following days: Easter, Mother's Day, Memorial Day, Father's Day, Christmas, birthdays and for a period of seven (7) days preceding and seven (7) days after the special days hereinabove set forth. All other Christmas and Easter floral

arrangements shall be permitted for a period of thirty (30) days following the holiday.

- (b) Live plantings of flowers, plants, trees, or shrubs are not permitted.
- (c) The Cemetery reserves the right to remove all flowers, potted plants, or grave blankets when they become withered or otherwise unsightly or after the maximum length of times as governed by Section VI, number 10(a) above. The City will make such removals when it is in the best interests of the Cemetery.
- (d) After the funeral service has been completed, the City reserves the right to remove all funeral flowers, potted plants, or wreaths when they become withered and, in any event, all such items shall be removed within five (5) days from the date of the funeral service.

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

12.) The City reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots. Except as may be necessary to gain access to other lots within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.

13.) No person shall pluck or remove any plant or flower, either wild or cultivated, from any part of the Cemetery.

14.) Attendants at the Cemetery entrance or on the Cemetery grounds are the employees of and subject to the direction of the City of Tavares. Visitors and Owners may not otherwise engage them nor pay them any monies.

15.) The Cemetery grounds are sacredly devoted to the burial of the human dead and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the Rules and Regulations.

16.) No person or persons, other than City of Tavares security personnel, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service.

SECTION VII - VAULTS, MEMORIALS, FOUNDATIONS AND INSTALLATION

1.) In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all memorials, vaults, and foundations which are placed in the Cemetery.

2.) All vaults, memorials and foundations placed in the Cemetery must be in accordance

with the specifications of the Cemetery then in effect. A permit must be obtained from the Planning and Zoning Department before any vault, memorial or foundation may be placed or constructed in the Cemetery. The City reserves the right to reject and prevent the placement or construction of any vault, memorial, foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery (See Attachment A, Specifications).

3.) No vault, memorial or foundation shall be placed on or removed from the Cemetery without the prior written authorization of both the Owner of the particular interment space and the deceased's next-of-kin, or their respective authorized representative(s).

4.) Certain portions of the Cemetery have been restricted to designated types of memorials (See Attachment B, Rules for Memorial Work).

5.) Only one memorial may be placed on any one interment space, except with the express written permission of an authorized representative of the City. No memorial may be placed to embrace two or more interment spaces except as may be specifically authorized by the City. Not more than one family name may be permitted on any memorial unless specifically authorized in writing by the City. The name and inscription on each memorial must correspond with the legal name of the deceased interred in the interment space. All memorials shall be set on uniform lines as prescribed by the City, to conform to the general plan of the Cemetery.

6.) If any memorial, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the City to be offensive or improper, the City reserves and shall have the right to refuse to authorize the placement of such memorial or object.

7.) The City expressly reserves and shall have the right to inspect the completed installation of memorials and foundations installed by contractors.

8.) All Cemetery charges and fees for Interment Rights, must be paid in full before any memorial or foundation may be placed on any interment space within the Cemetery.

9.) In addition to the foregoing requirements, all applicable Cemetery charges and fees relating to vaults, and vault installation must be paid prior to the installation of any vault in the Cemetery. A schedule of the current Cemetery charges and fees is available from the City of Tavares.

10.) The Cemetery reserves and shall have the right to correct any error that may be made in the location of an interment space or placing of a vault, memorial, foundation, or other embellishment within the Cemetery.

11.) The Cemetery shall not be liable for defective workmanship or defective materials, in connection with vaults, memorials or foundation, or the installation thereof.

12.) Should any memorial become unsightly, dilapidated or a nuisance, the City shall have the right to enter to repair the memorial or, at its option, to remove and replace same. The

cost of any repair, removal or replacement shall be paid by the Owner of the Interment Rights.

13.) Except as otherwise provided herein, no memorial may be removed from the Cemetery, without the prior written consent of the Owner and next-of-kin of the deceased, or their respective authorized representative(s). Any such removal shall be made in accordance with the applicable requirements of the Cemetery relating to installation and removal of memorials.

14.) In the event a vault, memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the City and other proper persons as provided herein, the City reserves and shall have the right to enter upon the interment space and remove any unauthorized vault, memorial or other object.

15.) The Cemetery has established procedural installation requirements for the installation of vaults, memorials and foundations and all installations performed within the Cemetery must fully comply with these requirements.

16.) All ground interments made within the City shall require a vault approved by the City. The Cemetery may require certification that a particular vault is in compliance with these specifications. (Attachment A)

17.) The City reserves the right to stop all work of any nature, whenever in the opinion of the City staff proper preparations therefor have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when any reasonable request on the part of the Cemetery has been disregarded, or when work is not being executed according to the City's specifications and installation requirements.

18.) The City reserves and shall have the right to inspect the completed installation performed by contractor(s) and determine that the installation was performed completely and in accordance with the City's specifications and installation requirements. If the City determines that the installation was not properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the City be expeditiously corrected. If any deviation is not corrected within thirty (30) days, the City may make such corrections and charge the Owner of the interment space for such remedial work. Any contractor who willfully violates the Rules and Regulations, specifications or installation requirements of the City shall be prohibited from performing any further work in the Cemetery.

19.) The City shall not be responsible for any defects in material or defects in workmanship, errors or omissions for vaults, memorials or foundations purchased from third parties or installed by contractors.

20.) Prior to performing any work within the Cemetery, contractor(s) must execute and deliver to the Planning and Zoning Department an Indemnification Agreement. Contractor(s) shall also obtain and furnish to the City, prior to making any installations, satisfactory evidence of the following:

- (a) Workers' Compensation insurance;
- (b) Automobile liability insurance covering owned, non-owned, borrowed

and hired vehicles, in the amount of at least \$1,000,000, or such other amount as allowed by law, for each occurrence of bodily injury or property damage;

(c) Comprehensive general liability insurance covering premises operation, contractual liability, products, and completed operations in the amount of at least \$1,000,000, or such other amount as allowed by law, for each occurrence of bodily injury or property damage.

Such insurance policies shall name the City as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance of any cancellations or material changes of said insurance coverage or bond.

The City may waive any or all of the foregoing insurance and bonding requirements upon satisfactory proof to the City of contractor's financial responsibility.

SECTION VIII - CARE AND MAINTENANCE

- 1.) The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the City. This however, does not provide for any special care.
- 2.) All care and maintenance shall be performed by the employees of the Cemetery under the direction of the Director, except when permission is otherwise expressly granted, in writing, by the City. The City, or its employees, shall be directly responsible for all grading, landscaping and improvement of any kind in the Cemetery. All interments and disinterments within the Cemetery shall be performed only by an authorized Vault Company, that has been approved by the City.
- 3.) The Cemetery grounds will be maintained in keeping with a well preserved Cemetery, including cutting of grass, and trimming of shrubs and trees at reasonable intervals; the maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose; keeping in repair the drains, water lines, roads, building, fences and other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to the public authorities and other interested persons.

SECTION IV - MAUSOLEUM REGULATIONS

- 1.) No entombments shall be made in any above ground crypt unless the remains of the deceased to be entombed therein have been embalmed.
- 2.) Mausoleum crypt decorations shall be limited to such decorations as may be placed in permanent vases. The use of decorations which are either placed on the floor, or freestanding easels, or on wrought iron stands, or which are attached directly by wire, tape, glue or such other similar method, is strictly prohibited.

3.) Only lettering or crypt plaques of bronze material may be used on any crypt or niche and all fittings, adornments, urns, inscriptions, and name plates for crypts or niches are subject to approval by the Cemetery.

4.) All remains entombed in mausoleums shall be in a casket or alternative container, conforming to the standards as prescribed by the Cemetery.

SECTION X - CASKETS AND ALTERNATIVE CONTAINERS

1.) All caskets or alternative containers shall be constructed from at least three-quarter inch (3/4") thick particle board of sufficient strength to support the weight of an adult human body. Cardboard, pressed paper or similar materials are not acceptable.

SECTION XI - LIABILITY

1.) The City shall not be responsible for compliance with any order not in writing, or for any mistake due to the lack of precise and proper instructions as to the particular space, size, and location in a plot where interment or installation of a memorial is desired.

2.) The City disclaims any and all responsibility for establishing the identity of the person to be interred or cremated.

SECTION XII - MODIFICATIONS AND AMENDMENTS

1.) The City may, and hereby expressly reserves the right, at any time or times, with or without notice to Owners, to adopt new Rules and Regulations (Bylaws), or to amend, alter and/or repeal same at any time. A copy of the Rules and Regulations, and any amendments thereto, shall be made available for inspection upon request at City Hall.

2.) Special cases may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The City, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable; and such temporary exceptions, suspension or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.
