

**Historic St. Luke's Restoration
Cemetery & Columbarium Rules and Regulations
14477 Benn's Church Blvd.
Smithfield, VA 23430
757-357-3367 www.historicstlukes.org**

Background:

Historic St. Luke's Restoration (HSLR) owns the cemetery that immediately surrounds St. Luke's Church building, sometimes referred to as the 'Ancient Cemetery.' HSLR also owns the adjacent 'Benn's Methodist Church Cemetery,' located south of the original St. Luke's Cemetery and delineated today by a series of iron balls set at the northern survey line of the cemetery. The 'Ancient Cemetery' and the church building itself were conveyed to HSLR in the 1950s during the major restoration of St. Luke's Church building. HSLR was formed at that time and is the 501(c)3 non-profit organization that has overseen the operation and maintenance of the church building and cemetery grounds ever since. Available gravesites in this cemetery are few in number, with only very limited space to develop more. Because of this cemetery's proximity to St. Luke's Church and the scarcity of gravesites, graves here are sold at a premium.

Across the ancient roadway that runs in front of the church and on the northern side of our ponds is St. Luke's Memorial Park cemetery. This property was acquired in 1976 and subsequently merged into HSLR's operations. This tract of land is used exclusively as a cemetery with the added feature of housing a columbarium, which is an above ground structure with multiple compartments (niches) designed to house the cremated remains of loved ones. Gravesites and niches in the columbarium are readily available for sale in the Memorial Park. There is also some additional land still available for the future development of gravesites. While not as close to St. Luke's Church as the old cemetery, gravesites in the Memorial Park still command a beautiful view of Virginia's oldest surviving church building.

Please Note:

Where our cemeteries are concerned, HSLR is solely in the business of selling gravesites and/or columbarium niches. HSLR is not in the business of sell or providing vaults, coffins, mausoleums, crypts, headstones, grave markers or conducting grave openings or closings, cremations or burial services. These services/products are provided by other businesses. The services provided by HSLR are strictly limited to those enumerated in this document, our St. Luke's Cemeteries Brochure and Price Guide and any other document used in connection with the sale of a gravesite or niche. All sale prices and services costs listed in the Price Guide are subject to change at any time.

Further, sales of gravesites and/or niches within the columbarium are available to all members of the public and are not restricted in any way based on religious preference, race, national origin, sex, or marital status. St. Luke's welcomes diversity.

Perpetual Care and Maintenance:

As defined by the Commonwealth of Virginia Cemetery Board's Cemetery Regulations, "Perpetual care means the continuing care, maintenance, administration and embellishment of the cemetery." And while HSLR is exempt from the Virginia statute that states this definition, has none the less decided to adopt the definition as its own. As such, HSLR provides ongoing care and maintenance to all entrances, roads and ponds; to any open fields and to all grassy areas in and around gravesites and the columbarium; and to trees, shrubs, plants and flowers growing in all common areas. As necessary and when needed, as determined by HSLR staff, these areas will also be embellished with appropriate additions and improvements.

The ability to continue the care and maintenance of our cemeteries is through a combination of the ongoing operations of HSLR and the establishment of a Perpetual Care Fund the purpose of which is to provide a current and future funding source. The mechanism for growing this fund is to take a minimum of 25% of the gross purchase price of every gravesite(s) or niche(s) and to deposit these funds into the

Perpetual Care Fund. Earnings from these funds are then used to pay for care and maintenance of the cemeteries.

Indemnification:

While HSLR is well prepared to conduct the continuing care and maintenance of the areas detailed above, the care and maintenance of individual monuments, headstones, footstones, plaques and vessels designed to display plants and flowers, etc. must fall to the loving care of the families and friends of the deceased. With that said, if it is determined that during the care and maintenance of the cemeteries HSLR staff causes significant damage to a monument, etc., HSLR will replace or repair the damage to an acceptable standard. Conversely, purchasers and/or their representatives agree to indemnify HSLR against any claims for damage which may occur to burial sites, monuments, headstones, footstones and columbarium niches, etc. not directly caused by HSLR in its normal care and maintenance of its cemeteries.

Special Use:

From time to time, as a result of particular events, celebrations or anniversaries, local societies and/or groups with common interest will request an opportunity to honor groups of deceased individuals buried at our cemeteries by offering to clean and/or appropriately enhance a collection of gravesites. Such requests are encouraged by HSLR and will not be unreasonably withheld. However, such a request must be made well prior to the actual planned event (30 days) and such request must be detailed enough for HSLR staff to make an informed decision.

Monuments, Markers and Other Memorials:

A continuing responsibility of HSLR is to maintain the character of all of our cemeteries. For our purposes, 'character' refers both to the general appearance of the grounds surrounding the historic church building of St. Luke's Church as well as the sanctity associated with the final resting place for so many family members, friends and neighbors, who have preceded us in life. This is a responsibility that we take very seriously.

We also recognize that not everyone shares a common opinion of what may or may not fit in with the 'character' of the cemeteries we are charged with maintaining. As such, HSLR has established the following guidelines for monuments, markers and other memorials (hereafter collectively called, 'monument(s)'):

1. In general, after burial, it is recommended that the placement of any monuments on the burial site be delayed for approximately six months in order to ensure that the disturbed ground is stable enough to hold the weight of the monument. Exceptions should be discussed with our Sales Manager. It is recommended that a small temporary marker, usually provided by the Funeral Home, be placed at the burial site until a permanent monument is installed.
2. HSLR reserves the right to approve the location of all monuments to be placed on gravesites within the cemeteries. To ensure that a family or individual intending to purchase a monument for placement at a gravesite does not purchase a monument that may be later found unacceptable, HSLR **requires** that prior to ordering or purchasing a monument that the family or individual intending to provide the monument submit a drawing or picture of the monument to include size, color and any inscription, other than dates of birth and death, with a description of its intended location on the burial site to our Sales Manager for his/her review and approval. If approved, the Sales Manager will provide a written approval to the owner. If the requested monument is not approved, the Sales Manager will contact the family or individual to discuss alternatives.
3. Monuments placed at gravesites without prior approval that are found to be out of character for the cemetery may, without prior notice to the family or individual providing the monument, be removed from the premises at the family's or individual's expense.
4. Each gravesite shall have a maximum of two monuments, a headstone and a footstone.
Note: If a Veterans Administration provided grave marker is obtained by the family in addition to a headstone, the VA grave marker will serve as a footstone.
5. Where niches within the columbarium are concerned, permanent recognition of the deceased is limited to a permanent plaque installed on the face of the niche. This plaque is paid for by

the family but provided by HSLR to ensure conformity. The number of characters on the memorial inscription to be placed on the plaque will be limited and will conform to the font design in use by HSLR. Additionally, the urn/container used to house the cremains of the deceased will be provided by HSLR and sized appropriately for the niche.

Floral Decoration Guidelines:

Historic St. Luke's "Ancient Cemetery" and St. Luke's Memorial Park cemetery provide a peaceful and spiritual setting to memorialize loved ones. In order to preserve the overall beauty and tranquility of these cemeteries and to meet the needs of all families on an equal basis, we provide the following guidelines for decorating the gravesites of our deceased's final resting place.

- 1. In keeping with the historic setting, after the funeral service is conducted and the funeral flowers have been removed, one live floral arrangement or wreath is permitted per gravesite in St. Luke's 'Ancient Cemetery'.**
- 2. One live or artificial floral arrangement or wreath is permitted per gravesite in the Memorial Park cemetery after the flowers used for the funeral service have been removed.**
3. The cemeteries cannot be responsible for floral arrangements, baskets or pieces brought for graveside services. Those that remain on gravesites or near niches after a service will be removed after the plants or flowers have wilted. Anyone wishing to retain such plants or flowers should remove them after the burial. Old or wilted arrangements may be disposed of by family members at any time in appropriate on-site receptacles.
4. When visiting the cemeteries, guests should confine their automobiles to either the paved parking lot or road surfaces.
5. To maintain the beauty and character of this special place, HSLR staff have full authority to remove anything from the cemeteries that does not conform with the guidelines listed above and to remove all floral designs, flowers, weeds, trees, shrubs or plants or decorations or additions of any kind including but not limited to solar lighting, artwork, yard art, gardens, mobiles, toys, dolls, pictures, and personalty of any kind from a gravesite when, in our judgment, they become unsightly, dangerous, detrimental, diseased, are deemed to be objectionable or do not conform to the general standard the cemeteries are attempting to maintain. The cemeteries assume no liability for stolen or damaged decorations or any other occurrences beyond our control.

We are always striving to enhance the beauty and character of our cemeteries. We always welcome the opportunity to assist our guests with any questions or to hear any suggestions they may have for improvement.

Disputes:

While infrequent, disputes will occasionally arise. This document has been drafted to anticipate most issues, but there will undoubtedly be times when the owner of a gravesite or niche may want to do something that has not been anticipated here. In those cases, the Sales Manager and/or the Executive Director or their designee will make the final determination after weighing both the owner's request and the general guidelines in place for maintaining the standards of our cemeteries.

In certain circumstances, the actual ownership of a gravesite(s) may be in dispute. If this occurs, it almost always concerns a gravesite(s) in the old St. Luke's Cemetery or Benn's Church Cemetery. Some gravesites in these cemeteries were purchased before deeds were prepared and recorded or the deeds were never recorded and have been lost or destroyed over time. In these cases the Sales Manager and/or the Executive Director or their designee will work with current family members to locate records, wills, or any other evidence to establish ownership so that purchased but unused gravesites may be used. It is the Sales Manager and/or the Executive Director or their designee who will decide when the evidence gathered and presented appears sufficient to establish ownership or the likely ownership of a particular gravesite(s). Where very old records are concerned, HSLR acknowledges that this is not an exact science

and that certain determinations may be based on reasonable interpretations of the evidence available. Please note that after December 31, 2018, HSLR has issued Cemetery Certificates of Purchase in lieu of deeds.

Mutual Agreements:

HSLR will provide exclusive rights to purchasers/representatives to inter those deceased persons they choose into any of the available gravesites or columbarium niches they have purchased as directed, and acknowledges that these rights convey to their heirs. However, purchasers/representatives do not have the right to sell or transfer the deed or Cemetery Certificate of Purchase providing rights to burial sites or columbarium niches without first obtaining the written authority to do so from HSLR. Such authorization enables HSLR to adequately maintain its records of ownership and will not be unreasonably withheld.

HSLR will continually do all it could be reasonably expected to do to maintain accurate records for its purchasers/representatives and a list of all deceased persons interred in its cemeteries. However, it is expected that purchasers/representatives/heirs will assist us with this task by communicating with HSLR regarding anticipated interments or if asked to provide information by a HSLR staff member attempting to update our files.

**Please call the number listed at the top of the first page of this document to speak our
Sales Manager**

***At Historic St. Luke's Restoration, our responsibility is to provide
perpetual care.***

Our goal is to provide exceptional care.