

# CEMETERY RULES

SAINTS CONSTANTINE & HELEN SERBIAN ORTHODOX CHURCH



## CEMETERY RULES, REGULATIONS & PRICES

Revised 8-13-2013 (other revisions: Noted)

The Board reserves the right to change these rules at any time for the Benefit of the Church, the Cemetery, its Assets, the Diocese and the surrounding Orthodox Christian Community. All those who wish to be informed must keep their contact information updated with the President of the Church and/or the Manager of the Cemetery. Copies of these Rules, Regulations and Prices are available at the candle stand when entering the Church, they are also posted in the Church Hall and they are on file with the Galveston County Clerk's Office.

A REASONABLY UPDATED, MAPPED RENDERING OF THE CEMETERY WITH ALL NAMES AND DATES, RESERVED GRAVES, AVAILABLE GRAVES AND FUTURE DEVELOPMENT WILL REMAIN ON VIEW AT ALL TIMES IN THE CHURCH HALL.

### THE ORTHODOX CHRISTIAN CEMETERY OF SAINTS CONSTANTINE & HELEN SERBIAN ORTHODOX CHURCH

Located at 2804 – 61st Street, Galveston, Texas 77551

A PRIVATE, SACRED, BLESSED PROPERTY, OWNED AND OPERATED BY:  
THE CORPORATE BOARD OF THE SAINTS CONSTANTINE & HELEN CHURCH

4109 Avenue L – Galveston, Texas 77550

P.O. Box 3280 – Galveston, Texas 77552

The Goals of these Rules, Regulations and Prices are:

1. To provide a Perpetual Orthodox Christian Burial place, for as many of our area Orthodox Christians and their descending immediate family as possible.
2. To create as much reasonable wealth for the Church and its assets, to allow for the Cemetery's continuous care into the distant future.
3. And in so doing, make the Cemetery as Maintenance Free as Possible.

### BURIAL SITE PRICES PER LOT:

Grave Lot Located in:	Retail Price:	Church Stewardship <Discount>	Management Fee	Total Grave Price	+ Cemetery Forever Care Fee	+ If to be used by 2 persons
Rows A thru B	\$ 1245.00	< -\$300.00>	+50.00 =	\$ 995.00	+ \$ 800.00	+ \$ 550.00
Rows C thru H	\$ 1495.00	< -\$300.00>	+50.00 =	\$ 1245.00	+ \$ 800.00	+ \$ 700.00
Rows I thru N	\$ 1745.00	< -\$300.00>	+50.00 =	\$ 1495.00	+ \$ 800.00	+ \$ 850.00
Rows O thru T	\$ 1995.00	< -\$300.00>	+50.00 =	\$ 1745.00	+ \$ 800.00	+ \$ 1000.00
Rows U thru Z	\$ 2245.00	< -\$300.00>	+50.00 =	\$ 1995.00	+ \$ 800.00	+ \$ 1150.00
RowAA thru FF	\$ 2495.00	< -\$300.00>	+50.00 =	\$ 2245.00	+ \$ 800.00	+ \$ 1300.00

Reasonable payment arrangements will be accepted. Consult with the current President of the Board or Cemetery Manager for Payment Arrangements on all purchases and fees.

**Payment in full is required at time of burial.**

**This Cemetery does not provide, nor do these prices for lots include the owner's cost of Opening and Closing of the any Grave at burial. It is required of the owner of the "Right of Burial Certificate" to provide, through a licensed Funeral Director, this service by a cemetery approved outside contractor.**

The Cemetery will re-purchase unused lots at any time for a standard \$350.00 for each lot purchased regardless of original purchase price paid or any additions anyone may have added to the unused lots.

ALL GRAVE SALES PENDING AT THIS TIME WILL BE HONORED WITH 90 ADDITIONAL DAYS TO COMPLETE PAYMENT ARRANGEMENTS.

Because all legal problems and issues, concerning all Cemeteries, always revert back to their Governing Board, it is imperative that ownership of all Cemetery lots be held by the Cemetery and it shall be the intention of this Board to, in the kindest and most honorable manner, recoup all Deeds previously issued and have a Right of Burial Certificate issued in their place, at the earliest and most reasonable time; stating the Owner of the certificate, the Person whose remains it is reserved for and the Row and Lot number it pertains to.

1. These grave sites will be sold with a Rite of Burial Certificate. Deed Sales ended on July 8, 2012.
2. This Cemetery is reserved for the "Rite of Burial" of only Orthodox Christians in good standing with the Orthodox Faith, but is further allowed for his or her non-Orthodox Spouse(s); his or her immediate (natural or adopted), non-Orthodox children and their spouse(s); and any of his or her non-Orthodox, under 18 years of age and unmarried grand-children.
3. Any person who has the above qualifications and wishes to purchase a burial lot should apply to the Cemetery by contacting: the current President of the Board or the current Cemetery Manager.
4. Reservations for a grave will not be held longer than 180 days without arrangements being made to pay for lots which are being held. After 180 days the Lot will be considered available for sale.
5. All Occupied lot(s), after 10 years from burial, will have a concrete covering placed over them at the Cemetery's Discretion and Expense and any original "Deed" to the Site will revert back to, and be considered the property of, the Cemetery, with the occupant retaining all Rites bestowed by current State Laws.
6. The sale or transfer of any lot certificate or part of a lot certificate is subject to the approval of the Board.
7. No interment or disinterment will be allowed in this Cemetery without the express knowledge of our current Priest, our current President, and our current Cemetery Manager.
8. In the event of transfer or sale of burial rights in any given burial lot, or the burial of such person or persons whose condition of faith or relationship may not be known at the time of such transfer or burial, such sale or transfer will be canceled by the Board, and any person's remains shall be removed by the Cemetery, at the expense of the parties responsible for such burial. Any claims for damages that might grow out of such removal is hereby waived, rejected and distinctly disclaimed by the Cemetery.

9. No Right of Burial Certificate or deed to a lot shall be valid, and in no case will burial be allowed, in any lot until the total amount of purchase has been paid, together with all other charges against the lot, which may be due and unpaid, including cemetery care fees. Notice of unpaid amounts and fees will be forwarded to the Funeral Home when they contact the cemetery about use of a particular lot. The Funeral Home shall be instructed to collect any amounts and fees unpaid through their Funeral Agreement and forward them to the Cemetery.
10. The Board reserves the right to remove all remains which may have been interred in such lot(s) and place same in a single grave lot section or take monies posted to other lots owned by the same immediate family to compensate for the short fall, and if those allotments cause the other lot or lots to reach a \$ 0.00 balance, the family will have a 180 day grace period to reconstitute those values before losing all rights to those lot(s).
11. The Cemetery will not permit any interment to be made in any lot except upon order from the certificate owner or his or her heir(s) or assigns delivered to the President or Cemetery Manager that indicates the location for such interment.
12. In case of title to a lot or certificate to a lot being held by two or more persons jointly, an order from any one of the joint owners, heir(s) or assigns of him or her will be sufficient to secure a permit for interment in such lot.
13. A notice to the Cemetery of at least 48 hours must be provided to insure proper preparation of a grave.
14. An interment, once completed, cannot be disturbed except upon written permission from the State of Texas, the owner(s) or certificate holder(s) of the lot and must include the consent signature of the current Priest and the Board President or Cemetery Manager.
15. The Cemetery will accept applications for double burial; above or below an immediate Husband, Wife, Fathers, Mothers, Sons, Daughters, Brothers, Sisters or grand-child. It will be understood that the burial can only be concluded if the Laws of the State of Texas, the County of Galveston and the City of Galveston are followed and must be approved by a licensed funeral director present at the time. This practice will require an additional fee equal to approximately 59% of the current lot costs (as posted on page 3). In this case, there will only be allowed one marker or stone inscribed with the information of both who are interred.
16. It is henceforth required that all grave sites shall have a concrete covering placed on the grave not later than 18 months after interment, at the owner's expense, except in the case of lots purchased as a double burial lot; where by this requirement of a concrete covering will be extended to 18 months after the second burial.
17. The placement of one proper monument at the head of a grave may be erected after approval of the Cemetery has been obtained. Only one marker will be permitted to a grave, except in the case of an Official Government provided Military Service Flat Bronze or Stone Marker placed at the foot of the grave.
18. Monuments must be constructed of good hard granite or marble, and approved by the Cemetery; of not less than six (6) inches in thickness and must be not less than ten (10) inches in width, conforming to, and not greater or lesser in size or style to other monuments existing in the Cemetery. All Ledgers must be of such width and length that they leave at least three (3) inches of the lot on each side and three

- (3) inches in from the foot of the lot. All plans for the erection of any monuments or any other thing must be submitted to the Cemetery Management for permission (like pictures and drawings with measurements will be accepted).
19. The Cemetery reserves the right to prohibit the erection of any monument or other monumental work that may be considered by the Cemetery Management as inappropriate either in material, design, workmanship, size or location, or which might interfere with the general view or effect.
  20. If any monument, vault, effigy, or any enclosure or any structure whatsoever or any inscription is placed in or upon any lot which would be determined by the Cemetery to be offensive, improper or injurious to the occupant or to the appearance of the surrounding lots or grounds, the Cemetery shall have the right and it shall be their duty, to enter upon said lot and remove the said offensive or improper object or inscription.
  21. Monumental work and grave markers of every description shall have a suitable foundation, which must be approved by the Cemetery, at the lot holder's expense. Lot holders and contractors will be furnished a full copy of these rules upon request.
  22. Arrangements for cemetery "Forever-Care" care may be made with the President or the Cemetery Manager, and shall be paid in advance for a price of \$800.00 per lot on graves not presently under the cemetery care program.
  23. All graves sites (both occupied and reserved but unoccupied) will each be assessed a "Care Fee" of \$40 a year per lot, unless previous arrangements for the maintenance of the Cemetery have been made. This fee will be assessed in advance on a yearly basis. Be aware that the Rite of Burial Certificate or the Deed will revert back to the Cemetery if the Cemetery has not received a continuous payment for 5 years. A Purchaser may guarantee the cemetery care fee, when purchasing a Rite of Burial site, by paying in advance, the \$800.00 "Forever-Care" fee.
  24. All Temporary Cross Grave Markers must first be approved and blessed by the current Priest, and cannot encroach on other burial sites, and must be removed at the placing of the permanent marker. These Crosses may be made of wood or other suitable material and cannot protrude from the ground more than 4 feet and cannot be wider than 3 feet.
  25. The grade or arrangements of lots and walks once established cannot be changed by anyone without the consent of the Board. A 37 inch minimum width per grave shall be required.
  26. The Board shall retain full rights to fill and level graves and lots, plant and remove grass, trees and other objects when desired, and this work shall be done only by the Cemetery Management and his or her assignees. The consent of the Board is necessary before planting any trees, shrubs or flowers.
  27. Receptacles for flowers must be made of wood, metal, stone or a bio-degradable material and either be attached to the marker with non-residue adhesive or sunk below the surface of the ground and of such character as not to interfere with grounds keepers, their mowers and equipment; nor appear unsightly when either filled, empty or removed. No pottery or glass will be allowed on the Cemetery grounds.
  28. Enclosures of any kind, curbing or coping around lots, are prohibited. Ornaments,

- chairs, settees, vases, glass jars, pottery, pitchers, toys, watering cans, awnings or other articles that may be considered objectionable, will not be allowed; and the Cemetery Management retains the right to remove same without notice to lot owners. The Cemetery will not be responsible for any such removed objects.
29. All signs marking the reservation of a lot or lots must be in the form of a Cross, approved and blessed by the current Priest, made of wood or other suitable material and cannot protrude from the ground more than 2 ½ feet and cannot be wider than 1 ½ feet. No other signs of any kind, at any time will be permitted on lot(s).
  30. The Cemetery will not allow work of any description to be done or placed upon a lot, unless written order from the lot owner or his or her representatives and a permit has been obtained from the Cemetery. This rule applies to cutting of inscriptions, cleaning of stone markers or monuments, setting of stones and markers, et cetera, and also to the removal of anything from a lot.
  31. All orders taken for work and all work done, is subject to the rules and regulations of the Cemetery.
  32. Contractors and/or their employees will not be permitted to work on the Cemetery grounds on Sundays, or before 7 O'clock A.M. or after 6 O'clock P.M. on week days and Saturdays, or on Orthodox Christian Church Holidays.
  33. The ownership of a "deed" or "right of burial" in any lot, gives only a right of burial for human remains.
  34. All grave lots in this Cemetery will be considered to face East, with remains lying facing the Altar; and the Cemetery will not allow remains to be buried facing in any other direction except in Mausoleums constructed by, and sold by this Cemetery.
  35. No interments or disinterment will be allowed on Christmas (January 7th or December 25th), Easter (either Orthodox or Non-Orthodox), July 4th, Thanksgiving, or on any Sunday.
  36. All funerals and dis-interments will require a licensed funeral director to be present.
  37. No above ground, or partly above ground tombs or vaults may be constructed on any lot in this Cemetery except for mausoleum structures constructed and sold by this Cemetery.
  38. Vehicles of all types are only allowed on the paved surface of the parking area, other than that, there will be no driving of vehicles on the Cemetery property without the consent and directions of the current President of the Board, or the current Cemetery Manager.
  39. No firearms will be allowed in the Cemetery, except for licensed law enforcement officers or in the case of a Military Funeral. Permission must be granted for these exceptions by the Cemetery.
  40. No animals will be allowed on the Cemetery grounds, except for Seeing Eye dogs unless permission has been acquired from the Cemetery.
  41. Improper conduct or violation of the rules by anyone will result in an order for them to leave the Cemetery.
  42. To guard against complaints of theft, no one will be allowed to pluck flowers, break any limb or twig, or remove any tree or plant without permission of and under the supervision of the current President of the Board, or the current Cemetery Manager. A reasonable charge will be made for such work.

43. Funeral designs and floral pieces will be removed from graves and lots when they become wilted and unsightly. Persons desiring to retain same must remove them Within 72 hours after interment. In no case will the Cemetery attempt to locate designs or pieces after their removal from a lot. The lining of graves with evergreen, smilax or cut flowers must be done by the Cemetery or Designated Licensed Funeral Director's employees or contractors and a suitable charge will be made for same.
44. The lining of graves with evergreen, smilax or cut flowers must be done by the Cemetery or Designated Licensed Funeral Director's employees or contractors and a suitable charge will be made for same.
45. No Loitering, loafing or lounging in any part of the Cemetery will be allowed.
46. Effective 5-13-2013, outside contractors hired by the licensed funeral director to prepare a grave site are strictly prohibited from using mechanized power equipment inside the premises. Only manual labor will be allowed.
47. Effective 5-13-2013, only polypropylene vaults are permitted. The use of cement/ concrete or any other vault material is prohibited.
48. The Cemetery distinctly disclaims all responsibility for any loss or damage from causes beyond its reasonable control, and, especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosion, unavoidable accidents, invasion, insurrections, riots, or order of any military or civil authority, whether the damage is direct or collateral.
49. Correction of errors: The Cemetery reserves and shall have the right to correct any errors that may be made in either making interments, dis-interments or removals, or the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting any conveyance in lieu thereof other interment property of equal value and similar location as far as possible or as may be selected by the Cemetery, or in the sole discretion of the Cemetery, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the Cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

THE PURCHASER AGREES TO BRING ALL DISPUTES BEFORE THE FULL BOARD FOR RESOLUTION, AND GIVE THE BOARD 180 DAYS, BEFORE CONTINUING WITH THEIR ISSUES TO A HIGHER RESOLVE.

I HAVE READ AND AGREED TO THE TERMS AND CONDITIONS OF THE CEMETERY RULES.

\_\_\_\_\_  
Purchaser/Certificate Owner's Signature

\_\_\_\_\_  
Date

Please print Purchaser/Certificate Owner's name here.

\_\_\_\_\_

Please sign and return this page to:  
Joanne Valencia, Cemetery Manager  
1902 Bayou Homes Drive  
Galveston, Texas 77552

For Internal Use Only

Row \_\_\_\_\_ Plot Number \_\_\_\_\_

\_\_\_\_\_  
Cemetery Manager's Signature or President of the Board

Date \_\_\_\_\_





“The Church of Your Ancestors” Established: 1895

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SERBIAN ORTHODOX CHURCH

Located at 2804 – 61st Street, Galveston, Texas 77551

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THE CORPORATE BOARD OF THE SAINTS CONSTANTINE & HELEN CHURCH

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P.O. Box 3280 – Galveston, Texas 77552

Mimo Milosevich, Board President

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[www.orthodoxgalveston.com](http://www.orthodoxgalveston.com)