

**CODE FOR THE  
JUDEA REFORM CONGREGATION CEMETERY**

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## CODE FOR THE JUDEA REFORM CONGREGATION CEMETERY

This Code is adopted not only for the benefit of Judea Reform Congregation Cemetery and Judea Reform Congregation, but for the benefit and mutual protection of the purchasers of burial rights as a group. It is designed to limit the rights of the purchasers only insofar as the limitations are for the benefit of all concerned.

### ARTICLE I

#### General Rules

Section 1. Judea Reform Congregation Cemetery ("Cemetery") is a nonprofit corporation residing in Durham, North Carolina. It shall be conducted according to this Code and the By-Laws (and changes to each, from time to time, as adopted by the Cemetery Board ("Board")), and Reform Jewish practice as conducted at Judea Reform Congregation ("JRC").

The Board or changes made to the Cemetery Bylaws may alter, repeal or add to items in this Code as it deems necessary in the best interest of the Cemetery.

Section 2. The purchaser of a grave site in the Cemetery purchases only the right of interment. Accordingly, such terms as "purchase", "purchaser", "owner", "ownership," "grave," "plot," "site," etc., as used in this Code, shall refer only to the right of interment, and in no case shall be interpreted as the ownership right to real property. When the purchase price is fully paid, a Certificate of Ownership shall be issued to the purchaser. Ownership is subject to the current Code and changes adopted by the Board from time to time.

Section 3. Only persons whose names are on the records of the Board as owners of grave sites in the Cemetery shall be recognized as owners of the sites. Where plots are owned by two or more persons, a plan for use of the site may be recorded with the Board. In the absence of a plan, the Board shall permit interment in any of the individual sites according to the request of any one of the surviving owners.

Section 4. An owner or co-owner of a plot may designate any part of his/her right to other persons by assignment or testamentary disposition, but only with the recorded consent of the Board. The Board may withhold consent in its sole discretion. The Board may set conditions and payment of additional fees that it deems appropriate for the transfer.

Section 5. Burial rights may be purchased by Judea Reform Congregation members or non-members. Burial rights may be purchased by non-members, provided that either the purchaser or the person whose remains are to be buried is Jewish. A site may be used for the burial of any one of the seven relatives for whom a Jewish person is required to mourn (spouse, daughter, son, brother, sister, mother, father). Any other request for burial shall be reviewed and decided by the Board after consultation with the JRC Senior Rabbi and the grave site owner(s)

involved. The Board may withhold consent in its sole discretion. Conditions and/or payment of fees that are deemed appropriate may be set by the Board.

Section 6. Arrangements for payment of all costs and indebtedness to the Cemetery must be made before the interment is permitted. Total payment must be made by those who are not members of JRC, as defined below in Article IV, Section 2, before interment occurs.

## ARTICLE II

### Perpetual Care

Perpetual care includes sodding or seeding of the grave sites, cutting the grass, leveling and reseeding as necessary, and maintenance of the overall Cemetery grounds. Planting flowers and shrubs is not permitted on individual sites. It is not the responsibility of the Cemetery to clean the grave markers. Included in the perpetual care is any new work necessary for the future expansion and/or beauty of the Cemetery. A portion of the monies received for the sale of each grave site, as described below in Article IV Section 1, and the income it earns, shall be held as an endowment and provide a portion of the means by which the Cemetery grounds are for all times maintained in a condition befitting its sacred character.

## ARTICLE III

### Markers

Section 1. Only stone markers are permitted. All markers shall be placed at the foot of the burial site, flush with the ground, and installed with an acceptable foundation. Each plot shall contain only one marker, regardless of the plot's use for single or co-interment.

Section 2. Single markers for traditional casket burial plots shall be no larger than 28 inches wide by 16 inches high, and may be used for plots containing either single or co-interred remains. Double markers for adjacent casket plots shall be no larger than 50 inches wide by 16 inches high.

Section 3. Single markers for cremation urn burial plots shall be no larger than 24 inches wide by 16 inches high, and may be used for plots containing either single or co-interred cremation remains.

Section 4. No marker shall be placed until the grave site has been fully paid for and a Certificate of Ownership for the site has been issued.

## ARTICLE IV

### Prices

Section 1. Purchase prices comprise two components: (a) the right of interment (15% of the total purchase price), and (b) perpetual care costs (85% of the total price, which shall be held as an endowment). A separate marker deposit, collected at the time of purchase, will be applied toward the production and installation of a marker one year after interment. No fees, except marker deposits, will be charged for children of age one year or younger.

Co-interment of two sets of remains (either one full casket plus one set of cremation remains, or two sets of cremation remains) in a single casket plot shall incur the additional cost of one half (0.5) the current total price (right of interment plus perpetual care) for a single casket plot as set forth in the table below. It shall not be necessary to specify the ultimate use of a plot at the time of purchase.

Co-interment of two sets of cremation remains in a single cremation plot shall incur the additional cost of one half (0.5) the current total price (right of interment plus perpetual care) for a single cremation plot as set forth in the table below. It shall not be necessary to specify the ultimate use of the plot at the time of purchase.

Purchase prices are presented in the table below and shall be applicable to either single or multiple plot transactions. Options for “single casket” versus “cremation” plots and “single” versus “co-interment” are described in Article V Section 1.

	JRC Members		Non-Members	
	Casket Plot	Cremation Plot	Casket Plot	Cremation Plot
Single Interment	\$1,650*	\$1,100*	\$5,775*	\$3,850*
Additional Cost for Co-Interment of Cremation Remains	\$825*	\$550*	\$2,900*	\$1,925*
Marker Deposit	\$600	\$600	\$600	\$600

\* *No fees, except marker deposits, are charged for children of age one year or younger.*

Section 2. “JRC Member” means any person who is a Judea Reform Congregation member in good standing at the time of purchase and who has been a member for at least 12 consecutive months prior to the time of purchase.

Section 3. “Non-Member” means any person who is not a JRC Member.

Section 4. Refunds, including any unused marker deposits, may be made for the original purchase price, in the sole discretion of the Board.

## ARTICLE V

### Interments

Section 1. Co-interment of two sets of remains is permitted in the same grave space under certain conditions, but the cremation remains of two or more individuals may not be co-mingled in a single urn.

Single Casket Burial Plots (typically 10 feet x 4 feet) may be used for the interment of:

- a single casket, or
- a single cremation urn, or
- a single casket plus a cremation urn, or
- two cremation urns

Cremation Urn Burial Plots (typically 60 inches x 32 inches) may be used for the interment of:

- a single cremation urn
- two single cremation urns

Section 2. A drawing of the staked grave sites shall be kept in the records of the Board. A funeral home shall arrange for opening and closing of the grave for any burial in a single casket plot, and the funeral home shall be responsible for the supply of tents, chairs, mattings, and the lowering device. Cemetery clients shall not be required to engage the services of a funeral home for the burial of cremation remains, but may, as an alternate, obtain only grave digger services through the Cemetery Board.

Section 3. Ownership of a site must be established before a grave will be opened.

Section 4. No interment shall take place on Saturday or the Jewish holidays, except by order of the Board of Health, other legal authority, or by approval of the JRC Senior Rabbi.

Section 5. While in the Cemetery grounds, all funerals shall be under control of the Board.

Section 6. No symbol or floral design that is contrary to Jewish tradition shall remain on the surface.

Section 7. Graves shall not be opened for inspection except for official investigation by or upon the order of properly constituted legal authorities.

## ARTICLE VI

### Removals

Section 1. No removal of a body shall be made without a permit from the properly constituted legal authorities, and in no case without the written consent of those persons whose consent is required in the judgment of the Board.

Section 2. When a body and other remains are removed from a site for transfer within or out of the Cemetery, the site reverts to the Cemetery and may be resold. Burial at another site within the Cemetery must follow the same requirements as the initial burial.

## ARTICLE VII

### Correction of Errors

Section 1. The Board has the right to correct errors that it has made. It may cancel an originally assigned grave site and assign in its place another grave site selected by the Board; or, else at the sole discretion of the Board, it may refund the amount of money paid for the purchase of the site.

Section 2. In the event of an error in the interment of the remains at a grave site, the Board has the right to remove the remains to another grave site as determined by the Board.

## ARTICLE VIII

### Exceptions

The Board recognizes the possibility that special cases may arise in which the literal enforcement of a Rule or Regulation may impose unnecessary hardship and, therefore reserves the right to make exceptions, suspensions, or modifications in their enforcement when, in the Board's judgment, this appears to be advisable. Such temporary exception, suspension, or modification shall in no way be construed to affect the general application of the Rule or Regulation.

## ARTICLE IX

### Miscellaneous Rules

Section 1. Improvement of the grounds and care of the sites shall be under the control of the Board.

Section 2. Should the turf be broken or disturbed in any way by an owner of a site or by his/her agents, the Board shall arrange for necessary re-sodding or reseeding and the cost shall be billed to the owner(s) of the site.

Section 3. Plots and grave sites shall not be enclosed by a fence, railing, coping, or enclosure of any kind.

Section 4. Objects that will interfere with mowing are not to be placed on plots or grave sites. Containers for flowers and the flowers are to be removed when the flowers become unsightly. These may be removed by the caretaker when unsightly.

Section 5. Children are to be accompanied by an adult who will be responsible for their conduct.

Section 6. Pets are not to be brought into the Cemetery.

Section 7. Picking flowers; removal or cutting of live trees, shrubs, or bushes; marring stone or metal work; or in any other way defacing any object or structure in the Cemetery is forbidden.