

## **GARDEN PARK CEMETERY**

801 TEAS ROAD  
CONROE, TEXAS 77303  
(936) 756-2126

**Dignity®**  
MEMORIAL

∞ **LIFE WELL CELEBRATED™** ∞

### **CEMETERY REGULATIONS**

#### **ADDENDUM "A"**



Revised: December 19, 2014

Annual Park Clean-up is every year on March 1, and August 30.

All decorations will be removed and discarded, no exceptions.

Your cooperation is appreciated....

**GARDEN PARK CEMETERY has adopted specific rules and regulations for the mutual benefit of all owners of Interment Rights in the cemetery. We appreciate your cooperation as we adhere to these rules for the continued beauty of the Cemetery and the benefit of all who find comfort and solace herein.**

## **Welcome to Garden Park Cemetery**

Situated in Conroe, Texas, Garden Park Cemetery is a landmark cemetery that has become the final resting place of people from all walks of life. The 27-acre cemetery began on a 15-acre site and was officially organized in 1954. Of the total 27 acres, 20 acres are developed, leaving 7 additional acres for further development. The first recorded burial was January 6, 1954. Today, large native trees enhance the natural beauty of the park-like setting that boasts memorials of unique and beautiful design accented by secular and religious features. Its beauty will be maintained in perpetuity through the established and carefully managed Endowment Care Trust Fund.

Cashner Funeral Home & Garden Park Cemetery is a Dignity Memorial™ affiliate and provides complete Funeral Home, Cemetery and Monument services, including assistance with memorial estate planning, pre-funding of final expenses, and memorial design.

At Garden Park Cemetery families are offered many different venues in which to memorialize the life and accomplishments of their loved ones. Rights of sepulture are offered in beautiful lawn interments, mausoleum entombments within crypts situated in the cemetery's beautiful chapel, or in lawn crypts. For families selecting cremation, memorialization is beautifully achieved in our traditional lawn gardens, lots, and elegant niches within the Mausoleum.

At Garden Park Cemetery each staff member has committed to a standard of excellence, ethics and honesty that guides them as they help client-families bring honor and recognition to the lives of their loved ones. We call it "The Dignity Promise." The trust placed with Cashner Funeral Home & Garden Park by area families serves as a constant reminder of their commitment.

Cashner Funeral Home & Garden Park is located at 801 Teas Road, Conroe, Texas 77303. The cemetery is open daily for visitation. The Funeral Home and Cemetery office is open daily from 8:00 a.m. to 5:00 p.m. Monday through Friday, 9:00 a.m. to 5:00 p.m. Saturdays and Sundays. Our staff professionals are always available to families in need of assistance by calling our office at 936-756-2126.

make exceptions, suspensions, or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable. Any such temporary exceptions, suspension or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.

## **Garden Park Cemetery**

**801 Teas Rd.**

**Conroe, Texas 77303**

**936-756-2126**

support the weight of an adult human body. Alternatively, 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 by the Cemetery that such casket has been adequately tested and shown to be of sufficient strength to support the weight of an adult human body.

108. If, at the time of death, the size and weight of the deceased requires an oversized casket, outer burial container and/or interment space, those additional costs will be the responsibility of the purchaser or his next-of-kin. The Cemetery may refuse to allow an interment to proceed if arrangements are not made on behalf of the purchaser to procure the necessary interment spaces or larger containers that may be required as a result of the size of the deceased.

## MODIFICATIONS AND AMENDMENTS

109. The Cemetery hereby reserves the right, at any time or times, with or without notice to Owners, to adopt new Rules and Regulations, 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 the Cemetery office.
110. Circumstances may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to

## RULES RELATED TO THE PLACEMENT OF PLANTS AND FLOWERS

- ❖ Annual Park Clean-up is every year on March 1. and August 30. ALL decorations will be removed and discarded, no exceptions.
- ❖ No trees, shrubs or other plants may be planted by anyone other than cemetery personnel, except within the express written permission of the cemetery. In the event any such planting is allowed, the cemetery reserves the right to perform whatever maintenance it deems necessary to preserve the appearance of such landscaping, including complete removal if, in the opinion of the cemetery, it should be removed.
- ❖ All flowers, whether natural or artificial, shall conform to the cemetery's written and posted policies. The cemetery reserves the right to remove all flowers, weeds, trees, shrubs or plants of any kind from the cemetery as soon as, in the judgment of the cemetery management, they become unsightly or diseased, or if they do not conform to the cemetery's policies.
- ❖ All flowers, whether natural or artificial, may be placed at graves at any time. Flower arrangements must be securely anchored in approved bronze or monument vases attached to the monument bases.
- ❖ In order to maintain cemetery lawns, it is necessary to limit one arrangement per vase, per grave.
- ❖ Shepherds hooks are not allowed.

❖ Floral stands, wreaths, baskets and other floral tributes, which are a part of the floral offering at the time of interment, will be left for several days. **Flowers will be removed when they become wilted or unsightly.**

❖ Additional floral tributes will be allowed seven days prior and seven days following the below special holidays. Any floral tribute not removed within this time period will be removed by cemetery personnel and disposed of.

Easter	Mother's Day	Father's Day
Memorial Day	All Soul's Day	Thanksgiving Day
	Christmas Day	

❖ **No boxes, boarders, shells, figurines, toys, stuffed animals, balloons, ribbons, crosses, bottles, glassware, sprinkling cans, receptacles or any similar items will be permitted to be placed on any interment space or elsewhere within the Cemetery, and if placed, the Cemetery will remove any such item.**

❖ **Items such as solar lighting, wind chimes, fabric, wind spinners, seasonal items, etc. are not allowed on cemetery property.**

❖ Mausoleum floral tributes are limited to crypt and niche bronze vases only. No other floral tributes may be placed on crypt/niche fronts.

❖ The only temporary memorial that shall be permitted in the cemetery will be flower receptacles for the graves which an order has been received by the company for a memorial to be placed there at. While awaiting delivery of the permanent memorial from the fabricator and the installation thereof, the temporary memorial will identify the gravesite.

104. 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.

105. Except where otherwise expressly authorized by the Cemetery, any lettering or crypt plaques used on any crypt or niche, must be of bronze material and all fittings, adornments, urns, inscriptions, and name plates for crypts or niches are subject to approval by the Cemetery.

106. All remains entombed in mausoleums shall be in a casket or alternative container conforming to the standards as prescribed by the Cemetery. The Cemetery may in its discretion require that mausoleum entombments be in a casket or alternative container, or other container approved by the Cemetery, which is constructed and designed to be resistant to the leakage of fluids and odors.

## CASKETS AND ALTERNATIVE CONTAINERS

107. All ground interments shall be made in caskets or alternative containers. All such caskets or alternative containers shall be constructed from at least three-quarter inch (3/4") thick particleboard of sufficient strength to

funds. The Cemetery has full power and authority to appoint an advisory or investment committee or an investment counsel to determine upon what property, for what purpose and in what manner, the income from said fund shall be expended, and it shall expend said income in such a manner as, in its sole judgment, it may deem advisable for the care, construction, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds, and buildings thereon, and it may also expend, if necessary, and permitted by law, a portion of the income for attorneys' fees and other costs necessary to the preservation of the legal rights of the Cemetery.

## **MAUSOLEUM REGULATIONS**

103. No entombments shall be made in any above ground crypt unless the remains of the deceased to be entombed therein have been embalmed; provided however, that the Cemetery may, in its discretion, decide to allow entombments of unembalmed human remains if the casket containing such remains is placed in an outside container acceptable to the Cemetery, which container is constructed and designed to resist the leakage of body odors and fluids. The cost of said container will be the responsibility of the person arranging for the entombment.

## **Placement of Monuments and Flush Markers**

Garden Park Cemetery has established specific rules and regulations that govern the placement, size and material of monuments and markers, as well as specifications for their foundation. A list of these rules and regulations are listed below. The cemetery reserves the right to remove any upright monuments or flush markers that fail to comply with these established rules and regulations.

- ❖ Memorials are the personal property of the individuals who purchase them. The company assumes no liability for the care and maintenance unless a specific agreement has been set up to provide this. Company insurance does not cover privately owned memorials. Damage to memorials as a result from causes beyond reasonable control, from damage caused by the elements, by an act of God, by common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrection, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided is the responsibility of the owner.

## **RULES AND REGULATIONS ON MEMORIALS**

**WORKMANSHIP:** Memorial inscriptions, lettering and designs shall be of proper proportions for the size of the memorial. The memorial shall be free of imperfections and shall be of high grade craftsmanship in every respect. Garden Park reserves the right to reject and to refuse installation of any memorial which does not reflect high grade craftsmanship.

### **MAUSOLEUM CRYPT AND NICHE FRONT MEMORIALS**

Mausoleum memorials shall be constructed of cast bronze only. The only items allowed for memorialization are bronze markers/lettering,

bronze medallions, bronze vases, bronze emblems and porcelain cameos.

**FLUSH MARKERS**

**BRONZE TYPE:**

Only cast bronze memorials shall be used at Garden Park. The bronze used in memorials shall be statuary bronze made only of the best grades of virgin metals containing:

Copper:	not less than 87%
Tin:	not less than 5%
Lead:	not more than 21 ½%
Zinc:	not more than 5%
Other elements:	not more than 1%

**DIMENSIONS:** Bronze memorials placed in Garden Park shall conform to the following dimensions:

1. Adult individual memorial sizes allowed are:  
24 inches in width by 12 inches in length with or without a vase  
24 inches in width by 14 inches in length with a vase
2. Companion or family memorial sizes allowed are:  
44 inches in width by 14 inches in length  
56 inches in width by 16 inches in length
3. Child memorial size allowed is:  
20 inches in width by 10 inches in length
4. Matching government memorial size allowed is:  
24 inches in width by 12 inches in length
5. Memorial size for a single space with two cremated remains is  
24 inches in width by 16 inches in length

A granite base for a bronze memorial shall be 4 inches longer and wider than the bronze to allow for a 2 inch granite margin.

granted, in writing, by the Cemetery. The Cemetery may permit an outside landscaping contractor to perform landscaping services for an Owner, provided such contractor and such work comply with the requirements and specifications on file in the Cemetery's office, and provided such work is authorized in writing by the Cemetery. Any such contractor shall also be required to comply with Section 95 of these Rules and Regulations.

100. Care and maintenance provided under the Care and Maintenance Trust Fund does not include maintenance, repair or replacement of any memorial under any circumstances; nor the repair or replacement of buildings, structures or other property when the damage is caused by vandals, thieves, act of God, common enemy, riots, or by the order of any military or civil authority, or acts beyond the control of the Cemetery.
101. Expenditures for care and maintenance shall be limited to the income received from the investment of the Care and Maintenance Trust Fund, anything herein stated to the contrary notwithstanding. The Cemetery may, but is not required to, expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery is maintained.
102. The income from the Care and Maintenance Trust Fund shall be expended by the Cemetery in such a manner as will, in its judgment, be most advantageous to the Owners as a whole and in accordance with the purpose and provisions of the state laws governing the expenditure of such



grounds will be maintained and preserved including cutting of grass, and trimming of shrubs and trees at reasonable intervals; the procuring of, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose and replacing same when necessary; keeping in good 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.

98. The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of a Care and Maintenance Trust Fund Agreement. This Trust Fund, however, does not provide for any special care. The Cemetery may, at its sole option, provide special care at an Owner's expense. Estimates for any special care will be made by the Cemetery upon application, and charges for the work must be paid in advance.
99. All care and maintenance performed within the Cemetery (including, but not limited to, all landscaping, grading or improvement of any kind) shall be performed by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise expressly

A bronze flush memorial, if not on a granite base, shall have a 4 inch thick concrete base and shall be the same size as the bronze flush memorial. All bronze shall meet the government specifications and the suppliers of the bronze must certify the analysis of the specifications.

Location of a flush memorial shall be determined by Garden Park. A flush memorial shall be installed and maintained flush with the ground on a foundation which shall not be less than 6 inches longer than the width of the grave.

**INSTALLATION:** To insure the uniformity of memorial installation and the beauty of the cemetery, a memorial shall be installed on a concrete foundation that is at least 4 inches thick, poured to Garden Park specifications, under all granite bases. The cost of installation shall be paid in advance in accordance with the schedule of installation rates on file at Restwood's office. Schedules shall be subject to change without notice. Each memorial shall be provided with no less than four lug receptacles cast integrally to the memorial, which anchors shall not be less than 3/8 inch in diameter. Memorials shall be placed according to the layout of the appropriate section of Garden Park.

#### **UPRIGHT MONUMENT**

**MONUMENT GUIDELINES:** *Property owners have the right to erect on their monument privileged property a monument which complies with the Rules and Regulations of Garden Park.*

Because of the extensive detailed regulations enforced by Garden Park in the control of the erection, design and material of each monument, memorial dealers and lot owners are requested to submit plans and specifications for written approval to Restwood **before** entering into any contract of sale, purchase or erection with any person or firm. In the event such written approval is not obtained, Garden Park expressly reserves the right to reject any plans and specification which do not comply with these Rules and Regulations or Garden Park general rules and regulations.

Garden Park reserves the right to prohibit the erection of, and ability to remove or require removal of, any monumental work or marker which, in the opinion of the General Manager, is offensive or is inappropriate because of its material, design, workmanship, size or location or which may interfere with the uniformity of the surrounding property. Garden Park will not be liable for any removal of this nature.

No monument may be erected on any lot smaller than two continuous side by side spaces in monument approved areas.

A monument shall be set in the center of the lot. The above stipulations will be enforced unless written approval is obtained from both Garden Park and by the purchaser or heir of the lot.

All charges for memorial installations and foundations shall be determined by Garden Park and shall be paid in full in advance.

Memorials may not be set on any property that is no paid in full. **Strict adherence to this rule will be enforced.**

**MONUMENT MATERIALS AND CONSTRUCTION:** A monument shall consist of granite and made from a recognized high-grade that contains no discoloration, flaws or weak spots. Reproductions of photographs on any other material except porcelain or stainless steel are not permitted on memorials.

#### **MONUMENT AND MEMORIAL SIZES AND SPECIFICATIONS:**

- (e) Employer's liability insurance in the amount of \$1,000,000.

Such insurance policies shall name the Cemetery 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 Cemetery may waive any or all of the foregoing insurance and bonding requirements upon satisfactory proof, to the satisfaction of the Cemetery, of the contractor's financial responsibility.

- 96. The Cemetery expressly reserves and shall have the right to inspect the completed installation of outer burial containers, memorials and foundations installed by contractors. An Inspection Fee shall be paid to the Cemetery, in advance, for these services in accordance with the fee schedule on file in the office of the Cemetery.

## CARE AND MAINTENANCE

- 97. The purchase price of all Interment Rights sold and to be sold in the Cemetery, is subject to an additional charge to be deposited into the Care and Maintenance Trust Fund, which amounts are held in trust and invested in accordance with the laws of the state in which the Cemetery is located. Care and maintenance means that, within the limits permitted by the income derived from the Care and Maintenance Trust Fund, the Cemetery

94. The Cemetery shall not be responsible for any defects in material or defects in workmanship, errors or omissions relating to outer burial containers, memorials or foundations purchased from and/or installed by persons or entities other than the Cemetery.
95. Prior to performing any work within the Cemetery, contractor(s) must execute and deliver to the Cemetery an Indemnification Agreement in the form prepared by the Cemetery which is available in the Office of the Cemetery. Contractor(s) shall also obtain and furnish to the Cemetery, 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 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage).
  - (c) Comprehensive general liability insurance covering premises operation, contractual liability, products, and completed operations in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage).
  - (d) Cemetery Compliance Bond in the amount of at least \$1,000 guaranteeing that work performed by contractor is in accordance with the Cemetery's Rules and Regulations.

#### **MONUMENT:**

The base, which is defined as the bottom portion of the monument which rests at ground level and supports the upright portion of the monument, shall consist of granite that is either:

72 inches in width by 12 inches in height by 6 inches thick or  
72 inches in width by 14 inches in height by 8 inches thick

The base must be finished in rock-pitched (rough, rock-like) texture on all four sides. The top of the base shall be a polished surface. The bottom of the base shall be flat. A monument base shall be inset at least 6 inches from both sides of the property lines on all lots. The only exception is a two space monument lot which the monument can extend to, but not beyond, the property line.

A maximum polished margin of  
2 inches will be allowed on a 6 inch thick base  
4 inches will be allowed on an 8 inch thick base

The die, which is defined as the upright portion of the monument, shall consist of either:

48 inches in width by 24 inches in height by 6 inches thick or  
48 inches in width by 26 inches in height by 8 inches thick

The size of the base in respect to the size of the die shall be determined by the thickness of each. A 6 inch thick die requires a 6 inch thick base and so the same for an 8 inch.

For every 12 inches in width over the above sizes, there must be an additional 2 inches in height.

No monument shall exceed 30 inches in height without approval from management.

The front and back of the die must be finished in a polished texture. The wash, which is defined as the area on the base between the edge of the die and the edge of the base, must be 12 inches at each end and 3 inches in front and back.

The cemetery reserves the right to require stainless steel, copper, bronze or aluminum dowel pins in a monument which in the judgment of the General Manager is deemed necessary.

**WING MONUMENT:** All height to thickness proportions shall be the same as the traditional monument except the margin distance between the edges of the outside wings to the end of the base. The base size shall be a minimum of 72 inches in width by 12 inches in height by 6 inches thick. The pedestal shall not be wider than 6 inches from the outside of the wing to the outside edge of the base, and shall not be inset less than 2 inches from the front and back edge of the base.

**OVERSIZED MONUMENTS:** Only Estate Lot areas are approved for any monument sizes other than Restwood's minimum and maximum sizes. A monument for an Estate Lot must be pre-approved in design, shape and positioning on the lot by the General Manager in order for maintenance to be performed.

**BENCH MEMORIAL:** The minimum size for a bench memorial is 48 inches in width by 14 inches in depth by 4 inches thick. Supports shall not protrude beyond the length or width of the seat. Any bench being used as a monument will require a base that is 24 inches longer than the width and shall be 6 inches thick, or the equivalent thickness of the largest thickness of the die. The die height specifications are the same as the monument height requirements.

**INDIVIDUAL GRANITE FLUSH MEMORIALS:** Materials must be of the same grade and construction as stated in the above monument guidelines and must be:  
24 inches in width by 12 inches in height by 4 inches thick

92. The Cemetery reserves the right to stop all work of any nature, whenever, in its opinion, 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 Cemetery's specifications and installation requirements.
93. The Cemetery reserves and shall have the right to inspect the completed installation of any memorial, memorial foundation or outer burial container performed by contractor(s) and determine that the installation was performed completely and in accordance with the Cemetery's specifications and installation requirements. If the Cemetery determines that the installation was not completed or properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the Cemetery be expeditiously corrected. If any deviation is not immediately corrected, the Cemetery may make such corrections and charge the Owner for such remedial work. If it is not possible or practical to correct the deviation, the Cemetery may, in its discretion, remove the installation. Any contractor who willfully violates the Rules and Regulations, specifications or installation requirements of the Cemetery shall be prohibited from performing any further work in the Cemetery.

89. All applicable Cemetery fees relating to outer burial containers and outer burial container installation must be paid prior to the installation of any outer burial container in the Cemetery unless the Cemetery has specifically agreed otherwise in writing. A schedule of the current Cemetery fees is available in the office of the Cemetery.

90. The Cemetery has established installation requirements for the installation of outer burial containers, memorials

and foundations and all installations performed within the Cemetery must fully comply with these requirements. The Cemetery's specifications and installation requirements are on file and available in the office of the Cemetery.

91. There shall be submitted to the Cemetery for approval a blueprint, sketch or other adequate description of each outer burial container, memorial or foundation specifying material, size, inscription, name of manufacturer and style number prior to receiving authorization to place any outer burial container, memorial or foundation within the Cemetery. If an outer burial container, memorial or foundation is a standardized production item of the same type, style and material it shall only be necessary to submit the required information to the Cemetery once for approval.

Memorial size for a single space with two cremated remains shall be: 24 inches in width by 24 inches in height by 4 inches thick

**FAMILY FLUSH GRANITE MEMORIAL:** Materials must be of the same grade and construction as stated in the above monument guidelines and must be 60 inches in width by 16 inches in length by 4 inches thick or 72 inches in width by 16 inches in length by 6 inches thick

Any memorial greater than 72 inches in width requires a 6 inch thick stock. Also, any memorial wider than 72 inches must be in 12 inch increments. Family flush granite memorials cannot contain a vase hole and will not be approved for installation. A family flush memorial must be inset at least 6 inches from both sides of property lines on all lots.

Location of a flush memorial will be determined by Garden Park. All flush memorials are to be installed and maintained flush with the ground on a foundation determined by both the size of the memorial and the width of the space or lot on which memorial is to be placed.

**MONUMENT VASES:** A vase for a monument must be made of marble or granite and of a standard size proportionate with each monument. The size will be determined by Garden Park and shall be no larger than 8 inches in width and 14 inches in height. Statuary may be used in lieu of a vase but must be made of the same material as stated above. The maximum height shall not exceed 18 inches or the height of the monument die.

**GROUND VASE:** A ground vase shall recess into the ground when not in use and its height shall not exceed 12 inches above ground level when in use. Ground vases shall be made of bronze and meet the same bronze specifications required by Restwood contained in these Rules and Regulations. Ground vases shall be set in either a concrete

foundation large enough to encompass the vase receptacle or on a 12 inch wide by 12 inch wide by 4 inch thick base.

**FOUNDATIONS:** All foundations shall be concrete and the size shall be no less than 12 inches wider by 3 inches longer than the base for a flush memorial or no less than 12 inches wider by 6 inches longer than the base on an upright monument. The depths shall be determined as necessary to support the structure. Size and depth requirements for larger monument foundations will be determined by Restwood upon request. Requirements and placement of ¾ inch rebar will be determined by Garden Park upon approval of monuments larger than normal.

Foundations for all monument work will be installed by Garden Park and payment will be at the property owner's expense. Upright monuments purchased from an outside supplier will be set by the supplier unless otherwise preapproved and documented by Garden Park. Flush markers purchased from an outside supplier will be set by Garden Park.

**INSTALLATION OF MONUMENTS, MEMORIALS, FOUNDATIONS AND MARKERS:**

No monument work of any kind shall be performed unless written authorization from the property owner, or the property owner's heirs or the legally appointed representative is obtained and the plans have been submitted to Garden Park office for approval. This rule applies to engravings, cleaning of memorials, settings and to the installation or removal of any item from a lot. All outside contractors shall comply with the insurance requirements stated in Garden Park Rules and Regulations before performing any work. Outside contractors are not allowed to have any person on cemetery grounds that are less than 16 years of age.

Contractors shall call Garden Park at least 2 days prior to the delivery, installation or performance of any work within Garden Park in order to establish the installation date, time and location for the work to be

85. If any memorial, structure, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to (a) refuse to authorize the placement of such memorial or object; or (b) if already in place, the Cemetery shall have the right to remove, change or correct, at the Owner's expense, any such offensive or improper memorial, object or inscription.
86. Should any memorial become unsightly, dilapidated or a nuisance, the Cemetery shall have the right 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.
87. Except as otherwise provided herein, no memorial may be removed from an interment space within 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.
88. All ground interments made within the Cemetery shall require an outer burial container meeting the Cemetery's specifications, which are on file in the Cemetery office.

82. Certain portions of the Cemetery have been restricted to designated types of memorials. Information concerning memorials, memorial structures, memorial specifications and other embellishments is available in the office of the Cemetery.
83. The Cemetery reserves the right to prohibit the placement of memorial benches or to restrict such benches to certain areas of the Cemetery. No bench may be placed which, in the opinion of the Cemetery's management, is unsightly or injurious to the appearance of the surrounding area. Every bench shall have a suitable foundation and meet the specifications on file in the Cemetery's office. The Cemetery reserves the right to remove any bench which does not comply with this Section.
84. Only one memorial may be placed on any one interment space, except with the express written permission of an authorized representative of the Cemetery. No memorial may be placed to embrace two or more interment spaces except as may be specifically authorized by the Cemetery. The name and inscription on each memorial must correspond with the legal name of the deceased interred in the interment space or memorialized on that interment space, where there is no interment. All memorials shall be set on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery.

performed. Delivery times shall be Monday through Friday, between the hours of 8:00 a.m. to 12 noon and 1:00 p.m. to 4:00 p.m., as long as no services are scheduled at those times. No monument may be delivered on Saturday, the day preceding a holiday, or on any day when the roads or grounds are too soft or wet. Garden Park reserves the right to change any scheduled work if it conflicts with any cemetery or funeral services.

All work performed at Garden Park Cemetery will be done in accordance with its Rules and Regulations. Garden Park reserves the right to suspend any work without notice when, in the opinion of the Superintendent, General Manager, or any person acting on their behalf, does not comply with Garden Park Rules and Regulations. Work may also be suspended for other reasons including, but not limited to: failure to make proper preparations to perform the work intended, failure to provide proper tools and machinery, failure to conduct the work in such a manner as to not endanger any life or property, failure to comply with any reasonable request of Garden Park, or failure to execute the work according to approved specifications.

Request for foundation work shall be made at least two weeks prior to setting the foundation.

Materials for erecting work shall not be allowed at the cemetery until a proper foundation is ready. Contractors shall contact the Restwood office to determine if the foundation is ready before bringing materials to the cemetery.

All monument work shall be done as quickly as possible, and any unused material shall be removed when the work is completed. Workmen shall not scatter material over any adjoining lots or leave material on the grounds any longer than absolutely necessary. Ropes or lines shall not be attached to trees, shrubs or other objects at Garden Park. No posts or anchors may be sunk in the ground. When heavy equipment is to be

moved across the lawns, the contractor shall take all precautions necessary to protect the grass and surrounding plants.

If any damage is done to any type of property, whether it is lawns, shrubs, trees, memorials, sidewalks, roads, features, etc., it will be the responsibility of the outside contractor or person causing the damage to replace any of these items in equal quality and size.

An inspection fee for the marker and monument foundations shall be charged to the seller/installer in order for Garden Park to recover directly incurred costs. (See procedures for installation fees.)

Exposed joints of a monument shall be sealed with setting compound and made perfectly tight. Garden Park retains the right to specify the type of compound to be used.

When setting a monument, neither building-up nor underpinning with chips, sprawls, cement or other material shall be allowed. The bottom base or first course of masonry above the foundation shall be bedded off to uniform thickness.

Plaster of Paris or lime shall not be used in the cement mixture.

An anchor, clamp or dowel shall be copper, standard bronze, stainless steel or aluminum.

## **RULES AND REGULATIONS ON URN PLACEMENT**

**GROUND BURIAL OF URNS:** ALL urns that are to be placed for ground burial must be in an urn outer burial container, with minimum

79. In the event an outer burial container, memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the Cemetery and other appropriate persons as provided herein, the Cemetery reserves and shall have the right, at the Owner's expense, to remove any unauthorized outer burial container, memorial or other object.
80. 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 an outer burial container, memorial, foundation, or other embellishment within the Cemetery. The Cemetery shall also have the right to correct any inscription errors, including an incorrect name or date either on a memorial, nameplate, urn, or other item. The Cemetery shall have no liability as a result of any error of the type described in this section, other than the obligation to correct it.
81. The Cemetery's obligation in the event of defective workmanship or defective materials furnished or performed by the Cemetery, in connection with outer burial containers, memorials or foundations, or the installation thereof, shall be limited to replacement, repair or correction of such materials or installation. The Cemetery does not warrant the work of third parties, including but not limited to, manufacturers and installers.



any outer burial container, memorial or foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any outer burial container, memorial, foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect. The Cemetery also reserves the right to specify the date and time for any installation by a contractor.

77. No 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), except if and to the extent necessary for purposes of routine maintenance and landscaping. The Cemetery shall have the right to move memorials and foundations without prior authorization if such action is necessary for an interment, disinterment, maintenance, repair or upkeep.
78. All Cemetery charges and fees for Interment Rights, memorials, endowment or perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before any memorial or foundation may be placed on any interment space within the Cemetery. Any memorial which is placed prior to full payment of all such charges may be removed by the Cemetery, at the Owner's expense, if full payment is not made within ten days of demand therefor.

**construction set forth by said cemetery.** All urn outer burial containers must follow said rules #75 through #96 in the Outer Burial Containers, Memorials, Foundations and Installations section of the Cemetery Rules & Regulations for Restwood Memorial Park.

## **MAUSOLEUM REGULATIONS**

**ENTOMBMENT OF REMAINS:** Please refer to rules #103 and #106.

**#103** No entombments shall be made in any above ground crypt unless the remains of the deceased to be entombed therein have been embalmed. However, the Cemetery in its discretion, may decide to allow entombments of unembalmed human remains if the casket containing such remains is placed in an outside container acceptable to the Cemetery. The container must be constructed and designed to resist the leakage of body odors and fluids. The cost of said container will be the responsibility of the purchaser for the entombment.

**#106.** All remains entombed in mausoleums shall be in a casket or alternative container conforming to the standards as prescribed by the cemetery. The cemetery may in its discretion require that mausoleum entombments be in a casket or alternative container, or other container approved by the cemetery, which is constructed and designed to be resistant to the leakage of fluids and odors.

***Annual Park Clean-up is every year on  
March 1- And August 30. ALL decorations***

***will be removed and discarded, no exceptions.***

***We will provide special exceptions with proper approval from management however; it must be approved and agreed upon in writing from cemetery management. Please inquire at office inside Cashner Funeral Home.***

***ANY QUESTIONS CONCERNING THESE GUIDELINES  
PLEASE STOP BY OUR OFFICE OR CALL US.***

***CASHNER FUNERAL HOME & GARDEN PARK***

***801 TEAS ROAD.***

***CONROE, TEXAS 77303***

***936-756-2126***

72. Visitors and Owners may not hire Cemetery employees nor pay them any monies to perform any services.
73. 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 these Rules and Regulations.
74. No person or persons, other than law enforcement authorities or Cemetery 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, and upon prior approval of the Cemetery.

#### **OUTER BURIAL CONTAINERS, MEMORIALS, FOUNDATIONS, AND INSTALLATIONS**

75. 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 outer burial containers, memorials and foundations which are placed in the Cemetery.

76. The Specifications for outer burial containers, memorials and foundations prescribed by the Cemetery are filed in the office of the Cemetery and will be furnished upon request. All outer burial containers, memorials and foundations placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Written approval by an authorized representative of the Cemetery must be secured before

Cemetery's clean-up schedule. Please inquire with the Cemetery regarding its clean-up schedule.

67. No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.
68. Except where otherwise expressly permitted by the Cemetery management, all persons are strictly forbidden to fish, hunt, or to feed or disturb the fish, fowl, or other animals within the Cemetery.
69. 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 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. 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.
70. No trees, shrubs or other plants may be planted by anyone other than the Cemetery, except with the express written permission of the Cemetery. In the event any such planting is allowed, the Cemetery reserves the right to perform whatever maintenance it deems necessary to preserve the appearance of such landscaping, including complete removal of that landscaping if, in the opinion of the Cemetery, it should become unsightly.
71. No person shall remove any plant or flower, either wild or cultivated, from any part of the Cemetery.

## **Garden Park Cemetery**

Specifications for Memorials, Installations, Decorations and Landscaping

### **ADDENDUM A**

Revised: June 2012

#### **General Information**

- 1) All memorials shall be constructed of granite or of bronze that meets the requirements of the Cemetery and has been approved by the Cemetery. No artificial stone, marble, or composite material of any description, metal or concrete will be permitted.
- 2) Only one memorial will be permitted on a grave, crypt or niche, unless the family is using a Veteran's marker
- 3) Photographic likenesses, meeting the requirements of the Cemetery, will only be allowed on the die of a monument, bench, crypt front or niche front.
- 4) Photographic likenesses placed on a flush memorial are the responsibility of the Owner, and must have a bronze fame with cover.
- 5) Cenotaph memorialization is permitted with prior approval from the Cemetery. In such instances, an additional epitaph is required to clearly indicate that the memorial is placed at a site where no interment has occurred.

#### **Memorial Placement Location**

- 6) Memorial placement information for each Cemetery section is available in the office of the Cemetery, including standard characteristics and typical lot details for each plot in the Cemetery. The memorial placement must be set within the uniform lines prescribed by the Cemetery.
- 7) All upright memorials shall be placed in the designated monument privilege sections.

### **Flush Individual Memorials**

- 8)** Flush bronze infant memorials shall not be less than six (6) inches in length and six (6) inches in width.
- 9)** Flush granite individual memorials shall not be less than twenty four (24) inches in length and twelve (12) inches in width. Flush granite memorials shall be at least four (4) inches in thickness.
- 10)** Flush granite individual memorials larger than fifteen hundred (1,500) square inches shall not be less than six (6) inches in thickness.
- 11)** Flush bronze individual memorials shall not be less than twenty four (24) inches in length and twelve (12) inches in width. Flat bronze memorials must be securely mounted on granite bases at least four (4) inches larger in length and width than the bronze to allow for a two (2) inch margin around the bronze memorial in the Bronze only Section, or in cement in all other sections.
- 12)** The placement of two or more names on a companion memorial embracing one grave must be aligned vertically.
- 13)** Flush individual memorials larger than twenty eight (28) inches in length and thirty six (36) inches width shall not be permitted without approval from the Cemetery.
- 14)** Flush granite companion memorials shall not be less than forty four (44) inches in length and twelve (12) inches in width. Flush granite memorials shall be at least four (4) inches in thickness.
- 15)** Flush granite companion memorials larger than fifteen hundred (1,500) square inches shall not be less than six (6) inches in thickness.
- 16)** Flush bronze companion memorials shall not be less than thirty two (32) inches in length and eleven (11) inches in width. Flush bronze memorials must be securely mounted on granite bases at least four (4) inches larger in length and width than the bronze to allow for a two (2) inch margin around the bronze memorial.
- 17)** The placement of two or more names on a companion memorial embracing two or more graves must be aligned horizontally.

- 62.** No person shall be permitted to enter or leave the Cemetery except by the public entrance(s), which will be open during such hours as are specified and posted in the Cemetery office.
- 63.** Any person entering the Cemetery other than during posted visiting hours, without prior authorization from the Cemetery management will be considered a trespasser.
- 64.** 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.
- 65.** Automobiles shall not be driven through the grounds in excess of a safe speed, 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 graves
- 66.** All floral decorations, whether natural or artificial, shall be subject to the Cemetery's written policies concerning same as are posted or on file and available for inspection in the Cemetery's office. The Cemetery may remove all floral designs (artificial or natural), flowers, weeds, trees, shrubs, or plants of any kind from the Cemetery as soon as, in the judgment of the Cemetery management, they become unsightly or diseased, or if they do not conform to the Cemetery's policies. Additionally, flowers may be removed during specific times of the year due to the

require an agreement by all affected parties or a Court Order which directly addresses the matter. All protests must be in writing and filed in the Cemetery office.

## GENERAL REGULATIONS

57. No dogs or other animals, except guide dogs or other service animals, shall be permitted in the Cemetery.
58. The possession or consumption of illegal drugs or alcoholic beverages within the Cemetery is strictly forbidden.
59. No boxes, shells, toys, glassware, sprinkling cans, receptacles, or other items (other than vases meeting the Cemetery's specifications which have been placed with the Cemetery's permission) which may be determined by the Cemetery, in its sole discretion, to be dangerous, unsightly, offensive or a nuisance, will be permitted to be placed on any interment space or elsewhere within the Cemetery, and if placed, the Cemetery may remove any such items and shall not be responsible for the storage, care or return of the items.
60. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the Cemetery.
61. No benches, chairs or like items shall be permitted to be brought upon the Cemetery grounds, unless authorized in writing by the Cemetery.

18) Flush companion memorials larger than sixty four (64) inches in length and twenty four (24) inches width shall not be permitted without approval from the Cemetery.

19) A flush companion memorial that embraces more than two graves shall not be permitted without approval from the Cemetery.

### Upright Memorials

20) An upright monument shall have a base no smaller than four (4) feet in length, one (1) foot in width and six (6) inches in height, with a die no smaller than three (3) feet in length, six (6) inches in thickness and twenty (20) inches in height. The maximum thickness of the base of a monument shall be twenty-four (24) inches.

21) A wing design monument shall have a two (2) wing dies that are each no smaller than sixteen (16) inches in length, six (6) inches in thickness and twenty (20) inches in height. The two wing dies must each abut the ends of a plinth. The plinth shall be no smaller than eighteen (18) inches in length, eight (8) inches in width and six (6) inches in height.

22) A cap design monument shall have two (2) wing dies that are each no smaller than sixteen (16) inches in length, six (6) inches in thickness and fourteen (14) inches in height. The two wing dies must each support the ends of the cap. The cap shall be no smaller than four (4) feet in length, six (6) inches in thickness and eight (8) inches in height.

23) The wash area of a monument, the top of the base that is not covered by the die(s), shall be a minimum of three (3) inches on each side of the die and in the front and back of the die.

24) A monument base shall not have a polished margin larger than two (2) inches on any side. All polished monument bases are the responsibility of the Owner.

25) A vase that is set on the base of a monument shall be no smaller than ten (10) inches in height and four (4) inches in circumference.

26) Special monument designs must be approved by the Cemetery prior to manufacturing.

**26A)** Individual upright monuments on one (1) interment space are not permitted in the cemetery.

**26B)** No slants, bevels, or K-markers are permitted in the cemetery.

**26C)** Statuary and cross monuments require a minimum height of four (4) feet and a minimum thickness of six (6) inches for the feature die. A pedestal will be required if the bottom end of the statuary or cross is less than two (2) feet and six (6) inches in length. The minimum size pedestal shall be no smaller than two (2) feet and six (6) inches in length, six (6) inches in thickness and four (4) inches in height. The minimum size base shall be no smaller than four (4) feet in length, one (1) foot in thickness and six (6) inches in height.

#### **Bench and Corner Post Memorials**

**27)** All bench memorials shall be constructed of granite approved by the Cemetery. A bench memorial shall be no smaller than three (3) feet in length, four (4) inches in thickness and one (1) foot in width. Bench memorial supports shall be no smaller than one (1) foot in length, four (4) inches in thickness and one (1) foot in width.

**28)** A bench memorial may be placed in the center of a grave within a plot or in a monument privilege plot as a monument. A grave that has a bench memorial placed in its center may not contain an interment or be used for an interment.

**29)** A bench memorial may be placed in a Cemetery easement with approval of the Cemetery. A bench placed in a Cemetery easement may not have birth or death dates or be designed to indicate the bench is placed at the site of an interment. All applicable Cemetery fees relating to the use of a Cemetery easement for a bench must be paid prior to the bench installation in the Cemetery unless the Cemetery specifically agrees otherwise in writing. A schedule of the current Cemetery fees is available in the office of the Cemetery.

**30)** Corner posts shall be of granite or bronze on granite, placed flush with the ground. Granite corner posts shall be eight (8) inches in length, eight (8) in width and four (4) inches in thickness of granite. Bronze corner posts shall be six (6) inches in length and six (6) inches in width with a granite base of eight (8) inches in length, eight (8) in width and four (4) inches in thickness. Corner posts shall be placed on the corner of the plot so that they abut on the adjacent plots.

the Cemetery, if any, and upon the written approval of the Cemetery and subject to the payment of all applicable Cemetery fees and compliance with all applicable laws.

- 53.** All interments and disinterments within the Cemetery shall be performed only by authorized Cemetery personnel. To the extent the Cemetery permits scattering of cremated remains in the Cemetery, only authorized representatives of the Cemetery shall be permitted to scatter the cremated remains.
- 54.** 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.
- 55.** The Cemetery relies upon the identification of the deceased provided by the next-of-kin or an authorized representative of the next-of-kin, and shall have no obligation to independently establish or verify the identity of the remains to be interred or cremated.
- 56.** The Cemetery shall not be liable for any delay in interment (i) where a protest to the interment has been made, or (ii) which results from noncompliance with the Rules and Regulations of the Cemetery. The Cemetery reserves the right to temporarily place the remains in a holding facility, crypt or other suitable place, subject to any state or local sanitary code requirements, until the protest or noncompliance has been resolved and further reserves the right to impose reasonable fees for such temporary holding. Resolution will

or his duly authorized representative(s). When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the Cemetery's specifications must be furnished by the Owner or next-of-kin for the new interment. The Owner, next-of-kin or authorized agent must furnish a new outer burial container prior to reinterment if the Cemetery determines the structural integrity of the existing outer burial container has been compromised.

50. No more than one human remains shall be interred in one interment space, unless specifically authorized in writing by the Owner, authorized agent and the Cemetery. In the event the Cemetery elects to allow the interment of more than one human remains in a particular interment space, the Cemetery shall charge a separate fee for each right of interment in a particular interment space as well as a separate fee for each interment service provided.
51. If no provision has been made for an interment space for a particular deceased received by the Cemetery, it 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 length of time such remains will be retained by the Cemetery will be the sole judgment of the Cemetery management. The Cemetery reserves the right to charge a fee for such temporary interment.
52. The scattering or placement of cremated remains shall be permitted only in designated sections of

## **Mausoleum and Niche Memorials**

- 31) Individual mausoleum memorials shall be constructed of bronze that is at least seventeen (17) inches in length and nine (9) inches in width.
- 32) Companion mausoleum memorials shall be constructed of bronze that is at least seventeen (17) inches in length and nine (9) inches in width.
- 33) Niche memorials shall be constructed of bronze that is at least eleven (11) inches in length and four (4) inches in width.
- 34) Individual mausoleum memorials, companion mausoleum memorials and niche memorials must be set within the uniform lines prescribed by the Cemetery.
- 35) Individual, companion or niche memorials must conform to the uniformity of the existing and respective mausoleum.

### **Memorial Installation and Foundation**

- 36) Memorials that are not installed according to the Cemetery Rules and Regulations are the responsibility of the Owner, there is a fee charged for foundations and setting fees. Please check with Garden Park Cemetery office for the charges and setting fee form. (936-756-2126)
- 37) All flush memorials shall be set flush with the level of the turf so that they will not be damaged by mowers or other maintenance equipment.
- 38) All flush bronze memorials shall be placed on a granite base at least four (4) inches thick or a concrete base at least four (4) inches thick.

**39)** The Cemetery reserves the right to require a stronger foundation for all monuments which, in the judgment of the Cemetery, require such.

**40)** The Cemetery reserves the right to require dowel pins in all monuments which, in the judgment of the Cemetery, require such. The dowel pins shall be constructed of stainless steel, copper, rebar or bronze and must be a minimum of three quarters (3/4) of an inch in diameter and eight (8) inches in length. Monuments over four (4) feet in height shall require a dowel pin.

**40A)** A monument shall not have a rough finish on the front side or back side of the die(s) without the approval from the company.

#### **Landscaping**

**41)** All landscaping will be done by the Cemetery.

**42)** A tree approved by the Cemetery may be planted in the center of a grave within a plot. A grave that has a tree planted in its center may not contain an interment or be used for an interment.

**43)** A tree approved by the Cemetery may be planted in a Cemetery easement with approval of the Cemetery. All applicable Cemetery fees relating to the use of a Cemetery easement for a tree must be paid prior to the tree installation in the Cemetery unless the Cemetery specifically agrees otherwise in writing. A schedule of the current Cemetery fees is available in the office of the Cemetery.

#### **Flower Receptacles and Decorations**

**44)** The Cemetery will only permit the use of one (1) permanent flower receptacle per grave. The flower receptacles shall be of approved materials, designs and size. When not in use, a flower receptacle on a grave shall be contained in its own receptacle set wholly beneath the level of the lawn. The placement of the flower receptacle must be set within the uniform lines prescribed by the Cemetery, centered immediately above the flush memorial as viewed when reading the memorial.

services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery (including, but not limited to, work stoppage, work slowdown or strike by a labor union).

**47.** Prior to permitting any interment within the Cemetery, the Cemetery shall require the written authorization duly executed by both the Owner of the Interment Rights (subject to the provisions of Section 24 hereof where co-ownership is involved) and the authorizing agent of the decedent, as determined by the applicable state law. Such authorization shall be on forms provided by the Cemetery. The written authorization may be forwarded to the Cemetery by facsimile transmission if it has been signed before a notary public. If it is not possible to have the authorization notarized, the authorization may be accepted if accompanied by some form of positive identification (for example, a driver's license).

**48.** As a condition to performing any disinterment, the Cemetery requires written authorization signed by the Owner and the deceased's authorized agent as determined by applicable state law, on a form approved

by the Cemetery. All disinterments must be conducted in accordance with state and local law.

**49.** The Cemetery shall exercise due care in making disinterments, but shall assume no liability for damage to any body, casket, outer burial receptacle, or urn in making a disinterment in accordance with written instructions of the Owner



43. The Cemetery shall not be obligated to honor or abide by any agreement or provision contained in any Purchase Agreement, Certificate of Interment Rights or other document which limits or restricts the sale, use or ownership of Interment Rights in the Cemetery, or a particular section thereof, to persons of a particular race, religion or national origin, if the Cemetery's management, in its sole discretion, believes in good faith upon advice of legal counsel that such restriction is contrary to applicable law.

## INTERMENT REGULATIONS

44. All Cemetery charges and fees for interment services, Interment Rights and care and maintenance must be paid in full before an interment is made in a particular interment space within the Cemetery. All fees for disinterments must also be paid in advance.
45. The Cemetery must be provided with such advance notice as is posted or otherwise available in the office of the Cemetery, 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 Cemetery.
46. The Cemetery may postpone or reschedule a graveside or other interment service if, in the opinion of the Cemetery's management, too many

45) The Cemetery will only permit the use of one (1) permanent flower receptacles per individual crypt. A tandem or companion crypt will be permitted to have two (2) flower receptacles. The Cemetery will only permit the use of one (1) permanent flower receptacles per niche. The flower receptacles shall be of approved materials, designs and size. The placement of the flower receptacle must be set within the uniform lines prescribed by the Cemetery.

46) A monument shall have decorations only on the side(s) of the die(s) that face the plot of the Owner.

47) The Cemetery will remove all decorations not placed within the eighteen (18) inches of a monument base, not within a permanent flower receptacle and decorations that do not conform to the Cemetery Rules and Regulations on a schedule based on the judgment of the Cemetery.

48) Only artificial flowers/ arrangements are permitted within the indoor mausoleum.

49) The only temporary memorial that shall be permitted in the cemetery will be flower receptacles for the graves which an order has been received by the company for a memorial to placed thereat. While awaiting delivery of the permanent memorial from the fabricator and the installation thereof, the temporary memorial will identify the gravesite.

50) Memorials are the personal property of the individuals who erect them, and the company assumes no liability for their care and maintenance unless a specific agreement has been set up to provide this. Company insurance does not cover privately owned memorials, and damage to memorials as a result from causes beyond it's reasonable control, and damage to memorials as result from causes beyond it's reasonable control, and especially, from damage caused by the elements, an act of god, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrection, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided are the responsibility of the owner.

## GARDEN PARK CEMETERY

### LANDSCAPE AND FLORAL REGULATIONS

EFFECTIVE JANUARY 1, 2008

1. IN ORDER TO MAINTAIN THE CEMETERY LAWNS, ITS IS NECESSARY THAT GRAVE DECORATION BE LIMITED TO ONE (1) FRESH FLOWER ARRANGEMENT PER VASE, PER GRAVE.
2. FORAL ARRANGEMENTS MUST BE SECURELY ANCHORED IN APPROVED BRONZE VASES OR MONUMENT VASES ATTACED TO MONUMENT BASES. TEMORARY VASES ARE AVAILABLE IN THE CASHNER FUNERAL HOME OFFICE.
3. ADDITIONAL FLORAL TRIBUTES WILL BE ALLOWED SEVEN (7) DAYS FOLLOWING: EASTER, MOTHER'S DAY, FATHER'S DAY, ALL SOULS DAY, THANKSGIVING, AND CHRISTMAS DAY.
4. FIGURINES, BOADERS, STATUES, TOYS, GLASS OR PLASTIC VASES (UNLESS PROVIDED BY GARDEN PARK) CANDLES, SHEPHERD HOOKS OR POLES, ETC. ARE PROHIBITED.
5. MAUSOLEUM FLORAL TRIBUTES ARE LIMITED TO THE CRYPT FRONT AND NICHE FRONT VASES ONLY.
6. ALL PLANTINGS OF ANY KIND ARE AT THE DISCRETION OF CEMETERY MANAGEMENT.

IN REPONSE TO OUR FAMILIES, AND IN AN EFFORT TO MAINTAIN THE NATURAL BEAUTY OF THE CEMETERY, GARDEN PARK CEMETERY ENFORCES ALL CURRENT PARK RULES AND REGULATIONS.

**GARDEN PARK HOURS 7:00 AM – 7:00 PM**

**7 DAYS A WEEK 365 DAYS A YEAR.**

**936-756-2126**

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

40. 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 Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or the Owner shall provide such other documentation as the Cemetery may require. The Cemetery reserves the right to charge a fee for any such exchange.

41. Removal of interred, entombed or inurned remains by heirs, Owners or any other person having an interest in any Interment Rights, for the purpose of reselling the Interment Rights, is prohibited.
42. Interment Rights shall be purchased solely for the purpose of personal or family interment or the interment of the person designated in the Purchase Agreement or Certificate of Interment Rights, and not for purposes of investment or speculation. The demand for, or receipt of, any compensation by an Owner for allowing interment in an interment space with respect to which the Owner owns Interment Rights is prohibited. The Cemetery may refuse a transfer of any interment right/burial space if it determines, in its sole discretion, that the purpose of the desired transfer is investment or speculation.

# CEMETERY RULES & REGULATIONS

## SALE AND TRANSFER OF INTERMENT RIGHTS

36. The sale or transfer of any Interment Right by any Owner shall not be binding upon the Cemetery unless such sale or transfer is first approved in writing by a duly authorized representative of the Cemetery and is in accordance with these Rules and Regulations. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery shall make available to Owners, upon request, necessary forms to affect any sale or transfer of Interment Rights.
37. Any and all transfers of any Interment Right, whether same be by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist or which may be hereafter enacted or amended. All transfers of ownership shall be subject to a transfer fee as posted in, or available from, the Cemetery office, and which fee must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. No transfer shall be effective until all transfer fees are paid.
38. The subdivision of Interment Rights or partition of interment spaces is not allowed without the written consent of the Cemetery. No conditional or partial transfer of Interment Rights and no sale or conveyance of an undivided interest therein, except to a person or persons who are already co-Owners, will be permitted.

## Garden Park Cemetery

**801 Teas Road, Conroe, Texas 77303**

**936-756-2126**

January 15, 2013

**Dignity**<sup>®</sup>  
MEMORIAL

## Five Things You Should Know About Your

### Cemetery Rules & Regulations

1. **Rule # 25** – Your interment rights will pass to your heirs at law unless you specifically identify those rights, and their descent, in your will or other written direction.
2. **Rule #77** - The placement of any memorial or foundation requires authorization of both the owner of the grave space and the deceased's next-of-kin.
3. **Rule #60** - The Cemetery is not responsible for theft or damage to your personal property (e.g. markers, benches, personal effects, etc.).
4. **Rules #59 & #66** – The Cemetery may remove flowers (artificial and real) and other items placed on interment spaces.
5. **Rule #76** – The Cemetery must approve placement of any outer burial container, memorial or foundation

32. The Cemetery reserves the right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or regrade, 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.
33. The Cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the Cemetery.
34. No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery management, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity.
35. 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 or avenues, or if for any other reason its removal is deemed necessary, the Cemetery management shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. In the event of any such removal, the Cemetery shall have no obligation to replace the removed tree, shrub or plant.

an act of God, common enemy, thieves, assailants, vandals, strikers, lockout or labor trouble, mischief makers, explosion, unavoidable accident, invasion, insurrection, riot, government act or regulation or order of any military or civil authority, whether the loss or damage be direct or indirect. The Cemetery does not insure such personal property. Grave markers, monuments, benches, contents of niches and similar items are the personal property of individual lot owners and/or their families. They are not the property of the Cemetery. Accordingly, customers are encouraged to speak with their personal insurer if they wish to insure their personal property which is present at the Cemetery.

31. The Cemetery reserves and shall have the right to correct any errors that may be made by it in making interments, disinterments, 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) as may be selected by the Cemetery. Alternatively, the Cemetery, in its sole discretion, may refund the amount of money paid on account of the purchase of the Interment Rights, merchandise or services to which the error relates. In the event such error shall involve the interment of the remains of any person in an incorrect location, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to the correct location or to a similar location of comparable value, as may be 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 paragraph.

The following Rules and Regulations have been adopted for the mutual protection of owners of Interment Rights in the Cemetery, visitors and Cemetery employees. 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 they may reasonably be amended or altered hereafter by the Cemetery. Any reference to these Rules and Regulations in any purchase agreement entered into by the Cemetery, or in any Certificate of Interment Rights issued by the Cemetery, shall have the same force and effect as if these Rules and Regulations were set forth in full therein.

The Cemetery expressly reserves the right, at any time, at its sole discretion and without prior notice to any Owners, to adopt new Rules and Regulations or to amend, modify, or repeal any section, paragraph, or sentence of these Rules and Regulations.

*Revised: January 2013*

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26. 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.
27. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for interments, memorializations, etc. with respect to the Interment Rights of such Owners. Any such designation shall be made 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 coOwner has notified the Cemetery of an objection prior to the Cemetery's acting on such direction.
28. The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid in full.

## SUPERVISION OF CEMETERY

29. The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.
30. The Cemetery may take reasonable precautions to protect against loss or damage to property or rights within the Cemetery; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and specifically, but not by way of limitation, from loss or damage caused by the elements,

23. 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 Cemetery approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended. 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.
24. 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 ownership of Interment Rights in accordance with such Order.
25. 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 descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state in which the Cemetery is located, 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 interment space of the coOwners which has not been used at the time of that coOwner's death, and the consent of the other co-Owners shall not be required for any such interment; however, no co-Owner may convey an Interment Right, or authorize the interment of anyone other than a coOwner, without the consent of all other co-Owners of that Interment Right.

## **PURPOSE**

These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery, visitors and Cemetery employees. Their enforcement will help protect the Cemetery and create and preserve its beauty. These Rules and Regulations have been 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 these Rules and Regulations, and all amendments or modifications hereto, as shall be adopted by the Cemetery from time to time.

## **DEFINITIONS**

1. The term "authorized agent" shall mean the individual or individuals authorized by the applicable state law to make decisions related to the final disposition of the deceased.
2. The term "Care and Maintenance Trust Fund" shall mean the trust fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.
3. The term "Cemetery" shall mean that cemetery named on the cover page of these Rules and Regulations.
4. 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.
5. The term "contractor" shall mean any person, firm or corporation who has been authorized by Cemetery management and is engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than an employee of the Cemetery.
6. The term "crypt" means a space in a mausoleum of sufficient size used, or intended to be used, to entomb human remains.
7. The term "entombment" means the placement of human remains in a crypt.
8. The term "grave" means a space of ground in the Cemetery used, or intended to be used, for the interment of human remains.

9. The term "interment" means the disposition of human remains by burial, entombment, or inurnment.
10. The term "Interment Right" shall mean the particular right to inter the remains of a deceased person in a specific interment space within the Cemetery, subject to the limitations set forth herein.
11. The term "interment services" shall refer to the opening and closing of a particular interment space as well as the necessary preparation directly related to the opening and closing.
12. The term "interment space" shall refer to the particular grave, crypt, niche or lawn crypt within the Cemetery to which a particular Interment Right relates. An Owner of an Interment Right does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvements within the Cemetery.
13. The term "inurnment" means placement of cremated human remains into an interment space.
14. The term "lawn crypt" means preplaced, below ground, chambers, either side-by-side or multiple depth, covered by earth and sod.
15. 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.
16. The term "niche" means a space used, or intended to be used, for the placement of cremated human remains.
17. The term "outer burial container" shall refer to the rigid outer container used to surround a casket or a cremated remains container, and shall include the products commonly known as vaults and grave liners.

18. The term "Owner" shall mean the owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery's records.
19. 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, crypts or niches.
20. The term "Purchase Agreement" shall mean that written contract between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell and the purchaser agrees to buy Interment Rights in the Cemetery, merchandise or services.

#### **OWNERSHIP OF INTERMENT RIGHTS**

21. Interment Rights within the Cemetery shall be used for no purpose other than for the interment and/or memorialization of human remains.
22. 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; (b) the Articles of Incorporation and other documents establishing the Cemetery; and (c) 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.