



KILLEEN

*Memorial Park
& Funeral Home*

RULES AND REGULATIONS

**3800 LAKE ROAD
KILLEEN, TEXAS 76543**

Revised: October 1, 2014

**RULES AND REGULATIONS OF
KILLEEN MEMORIAL PARK
KILLEEN, TEXAS**

1. For the mutual protection of every lot purchaser, these rules and regulations are hereby adopted as the rules and regulations of CENTRAL TEXAS- KILLEEN MEMORIAL PARK, INC. DBA Killeen Memorial Park, a cemetery (hereinafter referred to as "Association"), and all property owners and visitors within the cemetery and all lots heretofore or hereafter sold are subject, further, to such other additional rules and regulations, amendments or alterations as shall be adopted by this Association from time to time; and, the reference to such rules and regulations in instruments conveying right of interment, shall have the same force and effect as if same were set forth in full therein.
2. **DEFINITIONS:**
 - a. **Cemetery.** The term "Cemetery" is hereby defined to include a burial park for earth interments.
 - b. **Lot, plot, or burial space.** The terms "lot", "plot" or "burial space" shall be used interchangeably and shall apply with like effect to one or more than one adjoining graves.
 - c. **Interment.** The term "Interment" shall mean the permanent disposition of the remains of a deceased person by entombment or burial.
 - d. **Superintendent.** The word "Superintendent" shall be deemed to include any general officer of the Association who may, in absence of the Superintendent be acting for him.
 - e. **Deeds or Certificate of Ownership.** The words "deeds" or "certificate of ownership" shall be construed to refer to rights of conveyance of interment in lots in KILLEEN MEMORIAL PARK.
3. **ADMISSION TO CEMETERY.** This Association is a private corporation and reserves the right to compel all persons coming into the Cemetery to bring their machines to a full stop at the entrance and to present a permit to the gatekeeper for an examination; and further, this Association reserved the right to refuse the use of the Cemetery facilities at any time to any person or persons whom the management may deem objectionable.
4. **SUPERINTENDENT IN CHARGE OF FUNERAL.** All funerals, on reaching the Cemetery, shall, at the option of the Association, and with respect to the interment ceremonies, be under the charge of the Superintendent or his assistants.
5. **OUTSIDE CONTAINERS.** No interment will be permitted without a nonbiodegradeable outside container, i.e., concrete liner.
6. **CASKET NOT TO BE DISTURBED.** Once a casket containing a body is within the confines of the Cemetery, no funeral director or his embalmer, assistant, employee or agents shall be permitted to open the casket to touch the body without the consent of the legal representatives of the deceased or without Court order.

7. **SUBJECT TO LAWS, RULES AND REGULATIONS.** Besides being subject to these rules and regulations, all interments, disinterments and removals are made subject to the orders and laws of the properly constituted authorities of the City, County, and State.
8. **TIME AND CHARGES.** All interments, disinterments, and removals must be made at the time, in the manner, and upon such charges as fixed by the Association.
9. **NOTICE.** The right is reserved by the Association to insist upon at least twenty-four (24) regular working hours notice prior to any interment and at least one week's notice prior to any disinterment or removal.
10. **APPLICATION FOR INTERMENT.** The Association reserves the right to refuse interment in any plot and to refuse to open any burial space for any purpose except by written application of the plot owners of record, and duly filed in the office of the Association.
11. **AUTHORIZATION OF ONE LOT OWNER SUFFICIENT.** The Association reserves the right to make an interment of any member of the immediate family of any one of several lot owners upon his written authorization. No other person may be interred in any lot without written consent of all of those owners of the lot who are recorded as such on the books of the Association.
12. **LOCATION OF INTERMENT SPACE.** When instructions regarding the location of an interment space on a lot cannot be obtained or are indefinite, or when for any reason the interment space cannot be opened where specified, or when, in the opinion of the Superintendent, the same has been improperly designated, the Superintendent may, in his discretion, open it in such location in the lot as he deems best and proper so as not to delay the funeral and the Association shall not be liable for damages for any errors so made or for opening such space in a location other than specified by lot owner.
13. **ERRORS MAY BE CORRECTED.** The Association reserves and shall have the right to correct any errors that may be made by it in making interments, disinterments or removals or in the description, transfer, or conveyance of any interment properties, in the sole discretion of the Association by:
 - a. canceling such conveyance and submitting and conveying in lieu thereof other interment property of equal value and similar location as far as possible or as may be selected by the Association; or
 - b. by refunding the amount of money paid on account of said purchase.

In the event such error shall involve the interment of the remains of any person in such properties, the Association reserves and shall have the right to correct such error by removing the transferring such remains so interred to such property of equal value and similar location as may be substituted and conveyed in lieu thereof. Correction of error as aforesaid or offer to so correct, if said offer be rejected, shall be in lieu of all other claims of the lot owner. Provided further, no lot owner, lot salesman, or any other employee of the Association, other than the Superintendent of the Park, shall under any circumstances give the laborers or employees of the Association direction in connection with the opening of a grave on any lot located in Killeen Memorial Park, and it shall be the duty of the owner of said lot or owner of right of interment therein, before such owner shall have the right to require opening of such grave space, to designate, in writing signed by such owner and delivered to the Superintendent, the space to be opened with particularity, and in the event such owner shall

fail to designate the space to be opened as aforesaid, such opening, if and when made, shall be at the sole risk of said lot owner. In the event the Superintendent, with or without such written designation by the owner, causes grave space to be opened at the wrong place, whether upon owner's lot or another, the Association shall have the right to delay the interment until the proper grave space is opened, or, at the option of the lot owner, temporary burial may be made in the grave space opened in error as aforesaid, and thereafter, at the sole cost, expense, and convenience of the Association, removal may be made to the proper lot or grave space. In no event, in the absence of written designation by the owner of grave space to be opened as hereinbefore provided, shall the Association be liable for any damages for opening grave space at the wrong place. For error in following the written instructions of the lot owner respecting the opening of such grave space, and/or for making interment therein. The Association shall be liable only for the cost and expense incurred in opening the grave space in the wrong location, and if interment is made therein, removal and interment to the proper location.

- 14. ORDERS GIVEN BY TELEPHONE.** The Association shall not be held responsible for any order by telephone or for any mistake occurring from the want of written, precise, and proper instructions by plot owner as to the particular space, size and location in a plot where the interment is desired.
- 15. DELAYS IN INTERMENTS CAUSED BY PROTESTS.** The Association shall in no way be liable for damage for any delay in the interment of a body where a protest, just or unjust, to the interment has been made, or where the rules and regulations have not been complied with, or where the lot has not been paid for, or where the body is not accompanied by proper burial permit. Further, if there is a protest of interment, said Association reserves the right to refuse to accept such body for interment; or if there is a burial permit, the Association may place the body in its receiving vault until all rights of the parties have been determined. The Association, at its option, may refuse to recognize any protest of interment unless said protest is in writing and filed in the office of the Secretary of the Association.
- 16. NOT RESPONSIBLE FOR PERMIT OR IDENTITY.** The Association shall not be liable for the interment permit nor the identity of the person sought to be interred.
- 17. NO INTERMENT PERMITTED WHEN PAYMENTS ARE IN ARREARS.** No interment shall be permitted in any lot on which the plot owner is in arrears in his payments except by special consent of the Association in writing. In the event such consent is given, any and all interments placed in said property shall be considered as temporary. A note shall not be considered as payment, and no rights shall be acquired by the plot purchaser until such property is fully paid, including principal and accrued interest if a note is given. In the event the purchaser of any plot shall fail to meet and all payments when due, the Association may, after 30 days written notice to the last known address of plot owner, reenter said property and repossess any unused portion of said plot(s) and or merchandise. The Association thereupon shall be released from obligations under this contract of purchase of plot(s) and/or merchandise, and it may retain such payments as may have been made toward the purchase of such property and/or merchandise as liquidated damages. Notice shall be deemed to have been properly given and mailed when such notice is deposited postage prepaid in a Post Office of the United States Postal Service.
- 18. INTERMENT OF MORE THAN ONE BODY.** Not more than one body or the remains of more than one body shall be interred on one grave unless such grave has been purchased with written agreement or subsequent written agreement of the Association that more than one

body or the remains of more than one body may be interred and proper identification is made of such interment or interments on one regular memorial or marker.

19. ASSOCIATION'S EQUIPMENT USED AT THE OPTION OF THE ASSOCIATION.

Tents, artificial grass, lowering devices and other equipment owned by the Association shall, at the option of the Association be used exclusively in making interments, disinterments and removals.

20. REMOVAL FOR PROFIT PROHIBITED. Removal by the heirs of a body so that the plot may be sold for profit to themselves or removal contrary to the expressed or implied wish of the original plot owner is forbidden.

21. CARE IN REMOVAL. The Association shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket, burial case, or urn incurred in making the removal.

22. PAYMENT OF SERVICE CHARGES. The charges for the cemetery services must be paid at the time of the issuance of the order of interment or disinterment and removal.

23. PAST DUE INDEBTEDNESS. Arrangements for the payment of any and all past due indebtedness due the Association must be made before interment will be made in any plot.

24. INTERMENT RIGHTS OF PLOT OWNERS. All plots and burial space conveyed shall be presumed to be the sole and separate property of the person or persons named as grantee in the instrument of conveyance; provided, however, that the husband and wife shall have a vested right of interment of his or her body in any burial plot conveyed to the other, which right shall continue as long as he or she shall remain the husband or wife of the plot owner or shall be his or her wife or husband at the time of such plot owner's demise. No conveyance or other action without the joinder therein or by written consent attached thereto shall divert such husband or wife of such vested right of interment; provided, however, that a final decree of divorce between the parties shall terminate such vested right of interment unless it shall be otherwise provided by such degree of divorce.

25. PLOT INALIENABLE BY INTERMENT. Whenever an interment is made in a plot that has been transferred by deed or certificate of ownership to an individual owner by the Association and is held as a separate plot, it shall be indivisible. At the option of the Association, the whole of such burial plot thereby becomes inalienable and shall be held as the family burial plot of the owner, i.e., one grave may be used for the owner's interment, one for the interment of the surviving husband or wife, if any, of the owner who by law has a vested right of interment therein, and those graves remaining for the parents and/or children of such deceased owner in the order of need, without the consent of any person claiming any interest therein. In the event there shall be no parent or child surviving such deceased person, the right of interment therein shall go to the next heirs at law of said deceased owner as specified by the statutes of descent. Any surviving husband or wife and any parent, child or heir of such deceased owner may waive his or her right of interment in said plot in favor of any other relative of such deceased owner or of his wife, and upon such waiver, the body of the person in whose favor the waiver is made may be interred therein.

- 26. DESCENT OF RIGHTS OF INTERMENT.** If no interment has been made in a plot which has been transferred by deed or certificate of ownership to an individual owner by the Association, or if all the bodies have been lawfully removed therefrom, in the absence of the specific disposition thereof by the owner's last will and testament, the whole of said plots, except the one grave which must be reserved to the surviving husband or wife of the owner, shall, upon the death of said owner, descend in regular line of succession to the heirs at law of the owner.
- 27. CONSENT OF ASSOCIATION.** No transfer or assignment of any plot or interest therein shall be valid without obtaining written consent of the Association by endorsement upon such transfer or assignment and recording such transfer or assignment on the books of the Association.
- 28. INDEBTEDNESS.** The Association may refuse to consent to a transfer or assignment as long as there is any indebtedness due the Association from the recorded plot owner.
- 29. TRANSFER CHARGES.** All transfers of ownership in plots shall be subject to a charge fixed by the Association which charge must be paid to the Association at the time transfer is recorded on the books of the Association.
- 30. WORK TO BE DONE BY ASSOCIATION.** All grading; landscape work and improvements of any kind; all care of lots; all planting, trimming, cutting or removal of all trees, shrubs, and herbage of any kind; all opening and closing of plots; and all interments, disinterments and removals shall be made only by the Association. The whole cemetery is landscaped and in order to keep it uniform and beautiful, it is necessary that all planting be under the control of the Association officials. The ownership of right of interment in lots does not confer any right to do any planting, etc., without the expressed approval of the proper officials of the Association.

The Association retains control and supervision of all plots which are sold, and the Association retains the right to have its Superintendent enter upon any lot and prohibit, modify or remove any structure, object, improvement, or adornment on such lot which may have been placed thereon in violation of the rules or which may be considered objectionable or injurious to the lot, adjoining lots, or the cemetery in general.

No work may be done upon lots except by the regular employees of the Association except by the permission of the Superintendent. Orders for special work in the anticipation of Memorial Day, Christmas Day, or any similar occasion must reach the office of the Association not later than ten (10) days before the occasion occurs. If received later, orders will be filled in the order of their receipt after the holiday rush is over.

- 31. SUPERINTENDENT MUST DIRECT AND MAY REMOVE IMPROVEMENTS.** All improvements or alterations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the superintendent. In the event any improvements or alterations be made without written consent from the Association, the Superintendent shall have the right to remove, alter, or hang such improvements or alterations at the expense of the lot owner, when in the Superintendent's sole judgment said improvements or alterations become unsightly to the eye.

DECORATION OF CEMETERY SPACE

1. Killeen Memorial Park retains control and supervision of its entire cemetery and Killeen Memorial Park retains the right to enter upon any part thereof and prohibit, modify or remove any shrubs, objects, plants, or other adornment which may have been placed thereon in violation of these rules and regulations or which are objectionable or injurious to common decency or the beauty of the cemetery.

2. Killeen Memorial Park reserves the right to remove all floral designs, flowers, plants, trees, shrubs once they become unsightly, dangerous, detrimental or diseased. Killeen Memorial Park does not permit borders, glass items, figurines, rocks, and any item likely to rust, any items with hooks, spikes or sharp edges and any memorial object not of the same craftsmanship approved by Killeen Memorial Park. This includes the removal of artificial flowers at designated times when they interfere with mowing and the appearance of the cemetery; all flowers must be in a vase. Killeen Memorial Park shall not be liable for the loss of any floral pieces, baskets, vases or other objects removed under these conditions.

3. Private Irrigation / Sprinkler Systems are not permitted within Killeen Memorial Park. Private Irrigation / Sprinkler system maintenance is not part of perpetual care.

4. The ground planting of flowers, plants, shrubs, or trees by the lot owner or outside vendor, is not permitted. Killeen Memorial Park shall have the right to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind, if in the judgment of the cemetery officials, does not conform to the standards maintained and policy adopted. Any existing trees, shrubs, or plants that are already on lots, should they die, will be removed. These existing plants, trees, or shrubs will be removed if they become a menace to other sides, pedestrians, or create an unpleasant or unsightly atmosphere or to allow for excavation of an adjoining grave. It is the lot owner's responsibility to ensure that all outside vendors have a copy of Killeen Memorial Park's Rule and Regulations.

5. All flowers, artificial and live, must be placed in a vase. Killeen Memorial Park reserves the right to remove all unsightly flowers at its discretion.

6. There may be a supervisory and inspection fee charged to outside landscape contractors to assure quality of workmanship, safety, and assure against property damage.

7. Killeen Memorial Park reserves the right to suspend any and all work performed when there is a failure to conform to rules and regulations, or a failure to make proper preparations for the work contemplated, or a failure to provide sufficient tools and machinery for the work necessary, or a failure to conduct the work in such a manner as not to endanger life and property, or a failure to conduct such work in a manner not disturbing to the other necessary and proper activities within the cemetery.

8. No work unless authorized by Killeen Memorial Park, shall be permitted within the cemetery grounds between the hours of five o'clock, P.M., and seven o'clock, A.M., or on any Sunday or legal holiday. Killeen Memorial Park reserves the right to refuse permission for work within the cemetery at any time when in the opinion of Killeen Memorial Park, such work might disturb, inconvenience, or disrupt other activities, services or work within the cemetery. No work may be commenced or prosecuted when the cemetery grounds are in a wet or soggy condition. Persons and contractors planning work within the cemetery should contact the Killeen Memorial Park office to determine whether conditions are suitable for the work contemplated.

9. All outside landscape contractors, who want to conduct work on lots at Killeen Memorial Park, must file proof of insurance in the following amounts, where applicable, at our office prior to commencing any work in Killeen Memorial Park.

- a) \$500,000.00 Auto Coverage
- b) \$500,000.00 Worker's Compensation Coverage
- c) \$500,000.00 Employers Liability Coverage
- d) \$1,000,000.00 General Liability
- e) Certificate of Liability Insurance naming Killeen Memorial Park as an additional insured

- 32. CERTAIN ORNAMENTS PROHIBITED.** The placing of vases, shells, toys, metal designs, ornaments, chairs, settees, glass, wood or iron cases, borders and similar articles upon lots shall not, except as hereinafter set forth, be permitted, and if so placed, the Association reserves the right to remove same. However, potted plants will be permitted upon lots and graves at Easter, Memorial Day, anniversaries, birthdays and other similar occasions. If said potted plants are not called for within 7 days they may, at the sole option of Superintendent, be eliminated. At all other times, potted plants will be removed from the plot at the time of the mowing or trimming of the grave.
- 33. PLANT REGULATIONS.** No flower receptacles may be placed on any plot unless they are made of metal of approved size and design and set wholly beneath the level of the lawn. Such receptacles may be purchased from and placed by the Association. The Association shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the cemetery as soon as, in the sole judgment of the Superintendent, they become unsightly, dangerous, detrimental, diseased, or when they do not conform to the standards maintained. The Association shall not be liable for floral pieces, baskets, or frames in which or to which such floral pieces are attached beyond the acceptance of such floral pieces for funeral services held in the cemetery. The Association shall not be liable for lost, misplaced or broken flower vases. The Association shall not be responsible for frozen plants or herbage of any kind or for plants damaged by the elements, thieves, vandals, or by other causes beyond the Association's control. The Association reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The Association reserves the right to prevent or remove any flowers, floral designs, trees, shrubs, plants, or herbage of any kind placed with the consent of the Superintendent.
- 34. RIGHT TO REPLAT, REGRADE, AND USE PROPERTY.** The right to enlarge, reduce, replat, and/or change the boundaries or grading of the cemetery or a section or sections from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives and/or walks, or any part thereof, is hereby expressly reserved by the Association. The right to lay, maintain, and operate, or alter or change pipe lines and/or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved by the Association. The right to use cemetery property, excluding that cemetery property sold to individual lot owners, for cemetery purposes such as the interment and preparing for interment of dead human bodies or for anything necessary, incidental, or convenient thereto and a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots is expressly reserved by the Association.
- 35. NO RIGHT GRANTED IN ALLEYWAYS.** No easement or right of interment is granted to any lot owner in any road, drive, alley, or walk within the cemetery or buildings as long as the Association devotes it to that purpose.
- 36. MUST USE WALKS.** Persons within the cemetery grounds shall use only the avenues, walks, alleys and roads, and any person injured while walking on the grass, except if that is the only way to reach his plot, or while on any portion of the cemetery other than the avenues, walks, alleys, or roads, shall in no way hold the Association liable for any injuries sustained.

37. TRESPASSERS ON CEMETERY LOTS. Only the lot owner and his relatives shall be permitted on the cemetery lot. Any person on the lot, other than the owner and his relatives, shall be considered a trespasser, and the Association shall owe no duty to said trespasser to keep the property or the memorial thereon in a reasonably safe condition.

38. TRAFFIC RULES.

a. Visitors are admitted to the cemetery only at the discretion of the Association or its Superintendent. No person will be allowed to enter the cemetery except through regular entrances maintained for the public for such purpose.

b. The use of roads and paths in the cemetery as thoroughfares or public highways, either in vehicles or on foot, is prohibited. Violators of this rule shall be considered trespassers.

c. There shall be no driving allowed over the lots or upon the lawns under any pretense whatsoever.

d. Buses or conveyances of cumbersome dimensions will not be allowed to enter the grounds except by special permission of the Superintendent.

e. Promiscuous walking upon the lawns is not permitted. Visitors shall not be permitted to sit or lie upon the grass nor in the shrubbery.

f. No person shall sit upon or occupy any private lot not belonging to him/her or to a member of his/her family.

g. Admission of vehicles upon the roads of the cemetery will be permitted as a privilege and not as a right inherent to the ownership of a lot or otherwise. This privilege is restricted to those who observe the traffic rules adopted by the Association.

h. Automobiles shall not be driven through the grounds at a greater speed than 15 miles per hour and must always be kept on the right hand side of the cemetery roadway. No automobile which is not in a funeral procession may stop in front of an open grave. All automobiles must park as directed by the Superintendent or his assistant.

i. Vehicles are not permitted to turn around upon roads but must go around the section.

j. Visitors upon foot have primary right to use the roads, and all vehicle drivers are required to observe the pedestrians' right by careful driving and a strict adherence to the rules.

k. Funeral processions must obey the traffic rules the same as individual drivers.

l. Heavy trucking in the cemetery is permitted only in connection with the work therein and only with a permit obtained from the superintendent, who will detail someone to meet the vehicle at the entrance and remain with it until the work is done.

m. Florist and undertaker deliveries shall be made only through the main entrance, and directions must be obtained from the proper officer of the Association, who may detain the driver until his destination is known. Drivers will carefully observe and obey the traffic signals displayed throughout the grounds.

- n. Any driver who runs any vehicle upon the lawns, across gutters or anywhere else where damage results therefrom, shall be required to make good such damages.
- o. The sounding of horns, sirens or other automobile signals within the cemetery is prohibited.
39. **CHILDREN.** Children will be excluded at any time unless accompanied by an adult who will be responsible for their conduct. Children, when accompanied by an adult, must not be permitted to play upon the lots or lawn except in the portion of the cemetery reserved especially for that purpose.
40. **FLOWERS.** All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing the birds, fish, or other animal life, except under the direction of the Superintendent.
41. **PLOT OWNERS BOUND BY RULES AND REGULATIONS.** The owner of right of interment shall be bound by all applicable rules and regulations now or hereafter in force.
42. **LOUNGING ON THE GROUNDS.** Strangers shall not be permitted to sit or lounge on any of the grounds, graves, or monuments in the cemetery or in any of the buildings.
43. **LOUD TALKING.** No loud talking shall be permitted on the cemetery grounds within hearing distance of funeral services.
44. **RUBBISH.** The throwing of rubbish on the drives, paths, any part of the grounds, or in the buildings is prohibited. Receptacles for waste material are located at convenient places.
45. **BICYCLES AND MOTORCYCLES.** No bicycles or motorcycles shall be admitted to the cemetery except such as may be in attendance at a funeral or on business.
46. **PEDDLING OR SOLICITING.** Peddling of flowers or plants or soliciting the sale of any commodity, other than by employees of the Association, is prohibited within the confines of the cemetery.
47. **FIREARMS.** No firearms shall be permitted within the cemetery except on special permit from the Superintendent.
48. **NOTICES AND ADVERTISEMENTS.** No signs or notices or advertisements of any kind shall be allowed in the cemetery unless by the Association.
49. **DOGS.** Dogs shall not be allowed on the cemetery grounds or in any of the buildings.
50. **IMPROPRIETIES.** It is of the utmost importance that there should be strict observance of all of the proprieties of the cemetery, whether embraced in these rules or not, and no improprieties shall be allowed. The Superintendent shall have power to prevent improper assemblages.

- 51. SUPERINTENDENT TO ENFORCE RULES.** The Superintendent shall have charge of the grounds and buildings and at all times shall have power to enforce all rules and regulations of the Association, including those relating to conducting of funerals, traffic, etc. The Superintendent is hereby empowered to remove from the property of the Association any person violating said rules and regulations.
- 52. GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES.** No person while employed by the Association shall receive any fee, gratuity, or commission, except from the Association, either directly or indirectly.
- 53. WHEN ASSOCIATION NOT RESPONSIBLE.** The Association shall take reasonable precaution to protect the plot owners and the property rights of the plot owners within the cemetery from loss or damage; but it distinctly disclaims all responsibility from loss or damage from causes beyond its reasonable control and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.
- 54. CHANGE IN ADDRESS OF LOT OWNERS.** It shall be the duty of the lot owner to notify the Association of any change in the lot owner's post office address. Notice sent to a lot owner at the last address on file in the office of the Secretary of the Association shall be considered sufficient and proper legal notification.
- 55. PROVISIONS RELATING TO PERPETUAL CARE.** In conformity with the Texas Statutes governing perpetual care cemeteries, the term "perpetual care means to keep the sod in repair and all places where interments have been made in order to care for trees and shrubs planted by the Association.
- a. Perpetual Care Exceptions.** The term "perpetual care" shall in no instance be construed as meaning the maintenance, repair, or replacement of any memorial tablets or memorials placed upon plots; nor the planting of flowers or ornamental plants; nor the maintenance or any special or unusual work in the cemetery; nor the reconstruction of any granite, bronze or concrete work on any section or plot or any portion or portions thereof in the cemetery, mausoleum, or other buildings or structures caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by order of any military or civil authority, whether the damage be direct or collateral.
- b. Investment of Perpetual Care Fund.** The funds received for perpetual care shall be held by the EXTRACO BANKS, Temple, Texas as Trustee, and invested by said Trustee as provided by the laws of the State of Texas. The Association may, at its sole option, change its trust but shall not revoke the trust.
- c. Expenditure Limited to Income.** Perpetual Care, whether applied to lots, graves, or to any space within the confines of the cemetery, shall be limited absolutely to the income received from the investment of the Perpetual Care Fund. Notwithstanding anything herein to the contrary, no part of the principal shall be expended.
- d. Funds May Be Deposited With Others of Like Character.** It is understood and agreed between the purchaser and this Association that all of said Perpetual Care Funds

may be deposited with others of like character and intent to the end that the income from such accumulated general fund shall be used in the general improvement and perpetual care as above defined; but in no case shall the purchaser's deposit to the Perpetual Care Funds be construed as a contract to care for any individual property or space other than as above defined and that the perpetual care of the cemetery shall be limited to the net income received from the investment of such funds.

e. Directors to Direct Expenditures. The income from the perpetual care fund shall be expended by the Board of Directors in such manner as will, in their sole judgment, be most advantageous to the property owners as a whole and in accordance with the purposes and provisions of the laws of the State applicable to the expenditure of such funds. The Board of Directors is hereby given full power and authority to determine upon what property, for what purpose, and in what manner the income from said fund shall be expended, and it shall expend such income in such a manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair, and maintenance of all or any portion of the cemetery grounds. The Board of Directors may also expend said income for attorney's fees and other costs necessary to the preservation of the legal rights of the Association.

f. Amount of Deposit for Perpetual Care. The amount of perpetual care funds to be collected from a purchaser of cemetery lots, and/or rights of interment therein, shall not be less than that required by the laws of the State of Texas, the same to be set aside out of the final payment made by the purchasers thereon.

56. PRIVATE MAUSOLEUMS, VAULTS, AND TOMBS. In order to preserve the best interest of the lot owners and the cemetery, the erection of a mausoleum, vault, or tomb above the ground will be permitted only upon compliance with the following requirements:

a. The lot on which such a structure may be erected shall be a lot set apart and specifically designated by the Association as a "mausoleum site", and the structure to be erected hereon shall not cover more than fifteen percent (15%) cent of the total area of the lot.

b. The Association reserves the right to prohibit the erection of a mausoleum or other like structure upon any lot upon which the full purchase price has not been paid or against which any other charge is due and unpaid. The Association may also require payment in advance of any charges properly payable to the Association by reason of the erection of such structure.

c. The plans, specifications, and proposed position on the lot of the structure to be erected must be submitted to the Association and duly approved by its properly authorized officials before the erection thereof will be permitted. The Association reserves the right to prohibit the erection of any mausoleum or like structure that is not considered by the Association suitable or desirable in the cemetery either by reason of size, design, architecture, material location, or for any reason considered objectionable by the Association, and the decision of the Association thereon shall be final in the matter.

d. In all instances the foundation for such structures must be not less than four and one-half feet (4.5') in depth and of such further depth as the Association may deem advisable by reason of the character of the lot upon which the structure is to be erected. In area the foundation shall be at least as large as the bottom base of the structure.

e. The stones of the walls and the roof of the superstructure must not be less than six

inches (6") thick at any point and must be of sufficient size to reduce as far as possible the number of exposed masonry joints. The roof must be supported upon the walls of the building without requiring intermediate supports. All metal work must be of standard bronze or aluminum. A complete system of ventilation must be provided. The crypts must be completely enclosed independently of the walls of the structure and arranged so that each one can be hermetically sealed after a body has been placed therein. An air space must be provided between crypts and the walls of the building.

f. Owners of the Mausoleum or like structures are hereby notified that the Perpetual Care provisions of the Association do not provide for the future repair, preservation or cleaning of such structures.

g. If any vault, tomb, sarcophagus, mausoleum or like structure in which bodies are entombed in the cemetery shall fall into a state of dilapidation, decays, or shall be determined by the Association or the Trustee of the Perpetual Care Funds of the cemetery to be offensive or in any way injurious to the appearance of the cemetery, no adequate provision having been made by the Owner for the repair and preservation of such structure, the Association or said Trustee shall have the right to remove the said offensive or objectionable structure and to inter any body or bodies contained therein in the earth upon the lot on which such structure was located, maintaining such lot thereafter in good and similar condition to the other lots in the cemetery where such burials are made.

h. Wooden caskets are not permitted in the chapel community and private mausoleums.

57. MEMORIALS AND MARKERS.

a. This cemetery is a skillful and inspired combination of nature and art which is carefully designed to be a beautiful and everlasting memorial. Its memorable charm inspires a new vision, a new found hope in immortality of nature. Here indeed is nature's temple where those left behind may find consolation and peace of mind amid nature's everlasting loveliness. It would be inconsistent with the idea of the founders to build any structure that would deface or detract from the beauty of the natural landscape effects.

b. The Association, therefore, desiring to perpetuate the founders' idea have adopted memorial restrictions which will, in its opinion, permit adequate identification and memorialization of family burial estates and individual interments without disturbing the parklike atmosphere of the cemetery.

c. All memorials or markers, regardless of size, must be of bronze on granite, and the manufacturing company must be approved by the Association. This pertains to single vases as well.

d. There will be a layout, supervision, and inspection fee for outside memorial contractors who chose to install memorials. The fee for this service can be found on the cemetery's current Memorial Installation Price List.

f. Installation Fee for Flush Bronze Markers: This fee is charged for the installation of flush bronze memorials attached to granite bases. The fee is computed based upon the base size of the granite base.

- g. A memorial care fee, if charged, is based on the granite or base size, is required to provide for the marginal additional maintenance added when memorials are installed in the cemetery. The memorial care fee is payable at the time of installation or sale.
- h. All bronze memorials must be on a granite base that provides a two (2) inch border from the edge of the bronze memorial. Granite must measure a minimum of four (4) inches thick.

Bronze Sizes Permitted in the Cemetery

- Individual:** 24x14 on 28x18 granite
- Companion:** 44x14 on 48x18 granite or 56x16 on 60x20 granite
- Double Interment:** 16x24 on 20x28 granite
- Infant:** 13x13 or 12x12 on granite no larger than 16x16
- Individual Cremorial:** 11.5x12 on 16x16 granite
- Companion Cremorial:** 11.5x17 on 17x23 granite
- Veteran:** 24x12 (Individual)
- Ledgers:** 32x72 on 36x76 granite or 24x30 on 28x34 granite

- i. Any and all memorials or monuments (ie, benches, cremation pillars, etc.) shall not be placed upon a lot until the entire purchase price for the lot and merchandise has been paid in full and a proof of the merchandise mentioned above has been signed and approved by the purchaser; delivery will then occur within 90-120 days.

58. FAMILY MEMORIALS.

a. Only one central or family memorial shall be allowed on a family lot. No family memorial shall be permitted on a lot less than 160 square feet unless an unusual platting of the lot makes practical the use of such a memorial, and in which case, written approval by the Superintendent must be obtained.

b. Family memorials are restricted to four by two feet by six inches (4' x 2' x 6") when used on lots which do not exceed 400 square feet. When the size of said lot is in excess of 400 square feet, memorials five feet by two feet six inches by six inches (5' x 2'6" x 6") or six feet by three feet by six inches (6' x 3' x 6") may be used. In each size the top must be finished flat and the bottom level, all line work must be of uniform depth and width, and carving must be "two rubber-shaped" carving.

59. INDIVIDUAL MARKERS.

a. An individual marker may be set on each grave, but no marker may be set to embrace two or more graves, nor shall double markers be permitted, nor shall two or more inscriptions be permitted on one marker unless specifically authorized by the Association.

b. Adult individual markers must be two feet by one foot by six inches (2' x 1' x 6"), the top must be finished flat and the bottom level, all line work must be of uniform depth and width, and all carving must be "two rubber-shaped" carving.

c. Children markers must be one foot eight inches by ten inches (1'8" x 10") and meet all other previously described requirements for adult individual markers as to thickness, finishes, etc.

60. FOUNDATIONS AND SETTINGS OF MEMORIALS AND MARKERS. Every

memorial or marker must be set on a suitable foundation, installed by or under the supervision of the Association at the lot owner's expense. All individual markers and memorials must be set flush with the lawn and follow the contour of the section.

61. At the end of six months from date of burial the Association reserves the right to remove the head board or metal marker and place a suitable marker bearing the number of the grave and setting flush with the ground.
62. **HOLIDAYS.** The Association, at its sole option, shall have the right to refuse to make interments, disinterments or removals on Sundays or holidays.
63. **INTERMENT, DISINTERMENT, AND RECORDING FEE.** A nominal charge will be made by the Association for interments, disinterments, and recording fees.
64. **COMPANION MARKERS.** In Companion Areas, one Family marker may be substituted for the individual markers, the two names appearing on the marker the same as on two individual markers.

65. **GENERAL RULES.**

a. The burial park is open to visitors from 8 00 o'clock A.M. during the entire year. The Association however, reserves the right to close the park at 5:00 o'clock P.M. if and when it so desires.

b. All visitors are expected to respect the solemnity of the place and strictly observe the rules established by the Board of Directors for the purpose of securing quiet and good order at all times within the grounds.

c. The Association will use reasonable care in engaging competent and experienced workmen and in seeing that they do their work with customary carefulness, but the Association shall not be responsible or liable for accident or damage to markers, vases, or mausoleums resulting from the ordinary hazards of cemetery work. The Association shall not be liable for accident or damage to persons or property due to defect of machines, implements, tools and equipment used in its work.

d. The Association shall establish the grade of all lots, lawns, and avenues and shall direct generally all improvements within the grounds upon all lots, before as well as after interments have been made therein. They will have charge of all planting, sodding, surveying, and improvements generally at the cemetery.

e. Nothing may be brought into or removed from the cemetery without permit from the Superintendent. This rule is designed to prevent theft and unauthorized entrance upon lots or graves.

f. All persons are forbidden under penalty of the law to kill, wound, or trap any bird or animal within the limits of the park or to remove the young of any animal or the eggs of any bird.

g. All persons are strictly prohibited from plucking any plants, whether wild or cultivated,

disturbing water fowl or other birds, breaking or injuring any trees or shrubs, marring any monuments or landmark, or in any way defacing the ground of the Association.

h. Casual visitors to the cemetery who are not members of a funeral procession or party are forbidden to intrude upon a funeral party or to loiter about an open grave.

i. School children accompanied by a teacher, art students, botanists, ornithologists, students of forestry, or others who may benefit from a study of the works of art and nature will be welcomed to the cemetery. All who wish to make visits for such purposes are required to obtain permission from the Superintendent before going about the grounds.

j. Trespassing upon the grounds of the cemetery is forbidden, and the Superintendent may arrest any person disturbing its sanctity by noise, boisterous or other improper conduct, or who shall violate any of the foregoing rules.

k. All persons are reminded that the grounds are sacredly devoted to the burial of the dead and that the provision and penalties of the law will be strictly enforced.

- 66.** The Board of Directors reserves the right to correct any errors that may be made by them in making interments, disinterments, or removals; or in the description, transfer, or conveyance of any interment property.
- 67.** The use of cameras, camera phones and video cameras within the cemetery grounds are not permitted. Individuals seeking to use such devices must obtain written authorization from the lot owners/heirs, in advance and receive a permit from the cemetery office.
- 68.** The association reserves the right, from time to time, to amend, add to, revise, change, and/or modify these rules and regulations.

Respectfully,

KILLEEN MEMORIAL PARK