

CITY OF DE LEON
GARDENS OF MEMORY
P.O. Box 318, De Leon, Texas 76448
Phone: 254-893-2065 Fax: 254-893-3254

RULES AND REGULATIONS
OF
GARDENS OF MEMORY CEMETERY

In order to keep your Gardens beautiful, we request your attention to the following rules and regulations which have been adopted for the Gardens of Memory Cemetery. We welcome everyone to visit the Gardens and the graves of their loved ones and to bring flowers and other decorations. We want visitors to find all areas of the Gardens in good order and free of unsightly conditions. If you plan to visit the Gardens frequently and bring flowers, we urgently recommend that you select a bronze memorial with a ground level vase included. If you already have a memorial without a vase you may select a separate ground level vase to be placed just in front of your existing bronze memorial to provide you with a convenient and functional container for flowers on the gravesite. Ground level containers of approved designs can be selected from catalogs at City Hall. In addition, please note:

1. Potted plants are not permitted at any time because they tip over in the wind and do not last well.
2. Glass or crockery receptacles for flowers cannot be used, at any time.
3. Rods or brackets should not be used to brace top heavy containers because they may fall to the ground and may damage expensive maintenance equipment. The City has an obligation to maintain the lawns, and the grass will be mowed once or twice per week throughout the "growing Season."
4. No monument or other memorial, tree, plant, object or embellishment of any kind may be placed upon, altered or removed from the without the written consent of the City.
5. All grading, planting, landscaping, maintenance or improvements of ANY kind in any location in the Gardens will be done by the City, this includes trimming or removal of any plants.
6. The City at the expense of the lot owner, may repair or remove any monument or other memorial which is damaged or which has become dangerous and may remove any tree, flower, plant, or other object or embellishment that may be or become unsightly, dangerous, or offensive
7. The City is not liable for loss or damage caused by anything other than the actions of employees or agents of the City or the failure of the City to carry out its obligations for the care and upkeep of the grounds. City reserves the right to correct any error that may be made by its employees or by another person or persons in the location or placing of a memorial in the Gardens.
8. In the event no monument or memorial shall have been erected or placed at a grave within one year after the date of the burial, then and in such an event, the City or any interested persons may place a suitable monument or memorial at such grave in keeping with rules and regulations established by the City.
9. All monuments placed in the must be a combination of bronze and granite, except those placed in the Garden of Tradition. A charge of \$100.00 will be charged to place any monument not purchased through the City. This charge will not be assessed if the monument is purchased from the City.

10. All interments, disinterments and all opening and closings of graves, shall be made ONLY under the direction and supervision of the City. All interments shall be made subject to the use of the type of outer container as shall be designated by the City.
11. Any transfer, conveyance or assignment of a cemetery lot will not be effective until it has been approved by the City and a copy of a written document conveying such interest delivered to the City and entered in the records of the City.
12. The City of reserves the right to correct any errors made by the City in making interments, disinterments or removals, or in the description, transfer or conveyance of any cemetery lot, either by cancelling such conveyance and substituting and conveying in lieu thereof another cemetery lot of equal value and similar location, to the extent possible. The City, in its sole discretion, may refund any amounts paid to the City if an error cannot be corrected to the satisfaction the City and the individual or family. The City will correct any errors made in an inscription, including an incorrect name or date, on a monument or memorial, if such error is determined to be the responsibility of the City.

The Gardens of Memory Cemetery is operated as a perpetual care cemetery, which means that a perpetual care endowment fund for its maintenance has been established in conformity with the laws of the State of Texas. Perpetual care means to maintenance, repair, and care of the cemetery, including the roads on cemetery property. The amount expended for such care shall be limited to the net income received from the investment of the endowment care funds.

All the above conditions, reservations, restrictions and rules and regulations are binding upon purchasers of cemetery lots, their heirs, devisees, executors, administrators and assigns, and are enforceable only by the City, or its successors in interest, and may be revised from time to time. Cemetery lot owners shall always hold all their interest and right limited by and subject to these rules and regulations, and any amendment, thereto.

I/We, _____ do hereby agree to abide by the above rules and regulations and to place only a Granite or Bronze monument in the Christus and Oaks Garden of areas of the Gardens of Memory Cemetery.

Signed this _____ Day of _____, 20____, by Owner/Purchaser of the lot/lots in the City of De Leon, (Gardens of Memory Cemetery):

Owner/Purchaser-Signature

Printed Name

Address,

City, State & Zip

Phone Number