

**MORTON CEMETERY
RICHMOND, TEXAS
RULES AND REGULATIONS**

These rules and regulations are hereby adopted by the Board of Directors of the Morton Cemetery Association ("Association"). All owners of interment rights, visitors, and contractors performing work within the Cemetery will be subject to said Rules and Regulations and any amendments thereto adopted by the Association.

1. DEFINITIONS:

1.1 The term "Cemetery" will mean the Morton Cemetery located in Richmond, Texas.

1.2 The term "Owner" will mean the owner of rights of interment.

1.3 The term "Interment" will mean cremation with inurnment, entombment, or burial of the remains of a deceased person. Cremation/burial of animals is acceptable for those owning lots prior to the request for interment.

1.4 The term "Memorial" will mean any marker or structure upon or in any lot or niche, placed thereupon or therein or partially therein for the purpose of identification or in memory of the interred.

1.5 The term "Contractor" will mean any person, firm, corporation, or anyone engaged in placing, erecting or repairing any memorial, or performing any work in the cemetery grounds, other than a cemetery employee.

2. ASSIGNMENT OF INTERMENT RIGHTS

2.1 Those persons desiring to obtain interment rights in the Cemetery are referred to the Administrative Coordinator of the Cemetery Association who will arrange to assist the person by showing the available lots of the Cemetery. Upon full payment of fees and charges, the Coordinator will assign interment rights in the selected cemetery lot to the person paying the fees and charges or to the person he or she designates as the assignee.

2.2 Assignment of Interment Rights will be made based on prices adopted by the Association.

2.3 No sale, assignment, transfer, pledge, or hypothecation of interment rights shall be effective until notice of same is given to and received by the Association.

2.4 The Association encourages any owner of interment rights to consult with an attorney for appropriate paperwork to transfer ownership if such owner desires to transfer same. When the transaction is completed, the transferring owner or the new owner shall notify the Association in order that the Association may at all times have a complete and accurate record of all owners.

2.5 The owner of interment rights may dispose of same by will, subject to the provisions of

Section 711.039 of the Texas Health and Safety Code including but not limited to rights of the owner's spouse and children specified in said statutory provision. If the owner dies intestate the interment rights will descend to his or her heirs according to the laws of descent and distribution of the State of Texas.

2.6 The subdivision of interment rights is not allowed without the consent of the Association.

2.7 All interment rights are assigned subject to payment agreed upon. Sale of burial spaces shall be evidenced by an assignment of burial and interment rights rather than by a deed and shall be on forms adopted and approved by the Association. Payment may be made with cash or check. No interment in any space will be allowed until the full purchase price has been paid for that space.

2.8 All agreements for the assignment of Cemetery interment rights must be on forms approved and signed by the Association. All terms and conditions for the assignment of rights must be recited in the assignment contract: Verbal agreements or representations will not be recognized.

3. REGULATIONS

3.1 No dogs will be allowed in the Cemetery, unless the dog is a service animal.

3.2 No person is permitted in the Cemetery on a bicycle, except on designed roadways.

3.3 All vehicles will remain on roadways and observe a maximum speed of 5 mph.

3.4 No alcoholic beverages are allowed in the Cemetery.

3.5 The Association is not responsible for theft or damage to anything placed on or in graves or lots.

3.6 Any person found on the Cemetery grounds when Cemetery is closed will be considered a trespasser.

3.7 All persons are reminded that the grounds are sacredly devoted to the burial of the deceased, and that the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of injury, disturbance or disregard of the rules. No solicitation will be allowed.

3.8 Funerals, after entering the gates, will be subject to the direction of the appropriate personnel.

3.9 When a removal is to be made from a single grave to another grave, the formerly occupied single grave space and all rights thereto revert to the Association, to be confirmed by deed from the party requesting the change or removal. If no steel or concrete vault has been used for this interment, one must be furnished by the party requesting the change. If there is a steel or

concrete vault which is in a removable condition, charge for removal of the vault must be paid for in advance. This charge will be based on the cost of equipment, materials, and labor. Application for removal permit must be signed by the family or its representative and properly notarized prior to the time of removal.

3.10 One grave space may contain no more than one (1) body burial and one (1) cremation, or two (2) cremations.

3.11 Minimum of a concrete box is required for all full interments, and non-degradable containers are required for all cremations.

3.12 Graves, curbing, and monuments must be located and marked by the designated personnel of the Cemetery.

3.13 Prior to placing a marker, curbing, or monument, permission must be obtained from the Association. Markers and monuments must be of granite, marble or bronze composition. Monuments for single space not to exceed 4' 10", which includes rough cut in length, and for double space not to exceed 9' 10", which includes rough cut in length. Benches must be of granite or concrete composition, with approved foundation. All monuments and benches must have a foundation that meets the specifications identified in the Curbing and Monument Foundation Requirements document. Park-style benches (metal, plastic, etc.) and fencing are prohibited.

3.14 If any memorial, or any structure whatsoever, or any inscription to be placed on same, is determined by the Association to be offensive or in violation of these Rules and Regulations, the Association has the right to enter upon the lot and remove, change, or correct the offensive or improper memorial or structure or inscription at the cost of the owner or the person who placed same on the lot. Nothing of value, especially breakables, will be allowed in or around the trees or on cemetery grounds. Glass or ceramic containers or any objects that could interfere with normal cemetery mowing and maintenance are expressly prohibited. __

3.15 Any person or business planning to do work of any nature within the Cemetery grounds or upon any lots and graves shall be required to fill out a Work Approval Form describing in detail the work to be performed, including proposed start and completion dates, and shall agree to abide by the Rules & Regulations contained herein as well as any directions from the Manager/Superintendent or other Executive Officer of the Association. This form must be submitted to the Association at least five (5) business days before work is scheduled to begin. Written approval of the project must be granted by the Association before any marking is done and any work can be started. The work site is to be returned to the condition prior to the job, such as fill dirt leveling and replacing grass. Any party causing damage or injury within the cemetery shall be responsible for repair of same and/or compensation for such damage or injury. These requirements shall apply to all lots and graves before as well as after interments have been made. All work on lots, all opening and closing of lots, and all interments and disinterments will be performed under the direction of the Association, except when permission is otherwise granted in advance. No curbing or monument work is to be done on Sundays, holidays, or when a funeral is taking place.

3.16 Planting, maintenance of lots, and placing of monuments contrary to these Rules and Regulations will be corrected at the direction of the Association at the Owner's expense. Any requests from lot owners in regard to planting, trimming, or removing trees or plants will be handled on a case-by-case basis. The exception is magnolia trees, which are not to be planted or replanted on the Morton Cemetery grounds.

3.17 If any tree, shrub or plant standing upon any lot, by means of its roots, branches, or otherwise, is or becomes detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the Association has the right to remove said tree, shrub, or plant or otherwise correct the condition. This will also apply to any decorative or other items, including glass or ceramic containers, fencing, etc., that may impede the ability of the Association to provide for proper landscaping and maintenance, which includes mowing, trimming, and weed-eating around monuments, curbing, etc., of the Cemetery grounds in general.

3.18 No person, unless otherwise authorized herein, will pluck or remove any plant or flower, either wild or cultivated, from any part of the Cemetery.

3.19 Future grave lots are to be laid out in such locations and sizes as the Association designates in its absolute discretion.

3.20 It is possible that special cases could arise in which the literal enforcement of a rule may impose unnecessary hardship. Therefore, the Association reserves the right, without notice, to make exceptions, suspensions, or modifications in any of the Rules and Regulations when, in their judgment, it appears advisable to do so. Temporary exceptions, waived suspensions, or modifications are not to be construed as affecting the general application of such Rules and Regulations or constituting a permanent waiver.

3.21 The Association reserves the right to amend these Rules and Regulations at any time without notice.

3.22 Copies of these Rules and Regulations will be distributed to Owners of lots at the time of purchase, to persons making general inquiries or interment arrangements, and to local funeral homes and monument companies.

4. FEES, CHARGES, AND PAYMENTS

4.1 **All** fees are determined and set by the Association.

4.2 Marking fees for **any** work done in the Cemetery will be payable directly to the designated person. All markings for curbing, monuments, and interments must be handled by the designated personnel of the cemetery and the fees for these markings must be paid directly to the said person prior to marking the site.

4.3 The Association has the expectation that all fees and charges shall be paid prior to interment. The Association is aware that there will be times that this Rule could cause undue

hardship and will direct the Administrative Coordinator to make judgments and work with the funeral directors and the families as needed.

5. SPECIFICATIONS

5.1 All curbing must be set as to allow the top of the curbing not to exceed 3” above ground level around the curbing. This will allow the area to be maintained appropriately.

5.2 All monuments, headstones, and markers must have a base or foundation below each item, so as to avoid uneven settling of the monuments, headstones, and/or markers.

5.3 Other specifications may be adopted by the Association from time to time which shall be covered in an attached specifications schedule or list.

Revised September 25, 2014