Rules and Regulations Governing
Athens Memory Gardens

PURPOSE

1. These rules and regulations are designed for the protection of owners of interment rights as a group. They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect your Cemetery and create and preserve its beauty. These rules and regulations are hereby adopted as the rules and regulations of the Cemetery, and all owners of interment rights, visitors and contractors performing work within the Cemetery shall be subject to said rules and regulations, amendments or alterations as shall be adopted by the Cemetery from time to time.

DEFINITIONS

2. The term "Gardens", "Park", "Cemetery" shall be used interchangeable and is hereby defined to include a burial park or burial estate for the permanent interment of the human dead, established and maintained by Athens Memory Gardens.

3. The term "Lot", "Plot", "Burial Spaces", "Memorial Estate", shall be used interchangeable, and shall apply with like effect to one or more than one adjoining graves, or in the case of Mausoleum Crypts, one or more adjoining spaces in the Mausoleum.

4. The term "Owner" shall mean the owner of rights of interment.

5. The term "interment" shall mean cremation and inurnment, entombment or burial of the remains of a deceased person.

6. The term "memorial" shall 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.

7. The term "contractor" as used in these rules and regulations shall mean any person, firm, or corporation or anyone engaged in placing, erecting, or repairing any memorial, or performing any work in the Cemetery grounds, other than an employee of the Cemetery.

OWNERSHIP

8. Interment rights shall be used for no other purpose than the burial of the human remains. Upon refusal of the Cemetery to permit interment because of the above rule, the Cemetery may refund to the Owner the original purchase price and the extent of the Cemetery's liability shall be said amount. Upon the refund of this amount all interest of Owner shall revert to the Cemetery.

SUPERVSION OF CEMETERY

9. This Cemetery reserves the right to compel all persons coming into the Cemetery to obey all rules and regulations adopted by the Cemetery. The rules and regulations may be changed without notice to any Owner by the Officers of the Cemetery.

10. The Cemetery shall take reasonable precaution to protect Owners, and the property rights of Owners, within the Cemetery, from loss or damage; but it distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by persons other than its agents and employees, the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

11. The Cemetery reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the inscriptions, transfer, or conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or as may be selected by the Cemetery or, in the sole discretion of the Cemetery, 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 property, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date either on the memorial or on the container for cremated remains.

12. Persons within the Cemetery grounds shall use only the avenues, walkways and roads.

13. Automobiles shall not be driven through the grounds at a greater speed than fifteen miles per hour and must always be kept 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 such automobiles are in attendance at the funeral.

14. The right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations of or any part thereof or remove or regrade, roads, drives and walks, is hereby expressly reserved. The right to lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as is the right to use Cemetery property, not sold to individual owners, for Cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto. The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots.

SALE AND PURCHASE OF INTERMENT RIGHTS

15. The sale or transfer of any interment right by any Owner or purchaser, shall not be binding upon the Cemetery unless same shall first be duly approved in writing by the properly authorized officer of the Cemetery and then such interment right must be reconveyed to the Cemetery; the Cemetery shall issue a Warranty Conveyance to the new Owner. The same rule shall apply in all cases of assignment of purchase contract for interment right. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all owners and purchasers.

16. Any and all transfers of any interment right, whether same be by conveyance or assignment of purchase contract, are subject to all rules and regulations of the cemetery, which are now in full force and effect or which may be hereafter enacted. The Cemetery may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due the Cemetery from the Owner so recorded in the records of the Cemetery at the Cemetery Office. All transfers of ownership shall be subject to such charges as the Cemetery may impose from time to time, not to exceed $89.00, which charge must be paid to the Cemetery when the transfer is recorded. In addition to the ordinary and regular transfer fees, there will be required as a prerequisite to the transfer of any interment rights in the Cemetery a minimum contribution or assessment to or for the benefit of the Cemetery Care Fund in the minimum amount as posted in the Cemetery Office.

17. The subdivision of interment rights is not allowed without the consent of the Cemetery and no one shall be buried in any lot not having an interest therein, except by written consent of all parties interested in such lot and of the Cemetery.

18. All interment rights are sold subject to payment of the amount posted in the Cemetery Office for the area of the lot for Continual Care and all work on lots will be done by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise granted. All grading, landscape work, and improvements of any kind, and all care of lots, shall be done, and all trees, shrubs, and herbage of any kind shall be planted, trimmed, cut or removed, and all openings and closing of lots, and all interments, disinterments, and removals shall be made by the Cemetery.

19. No enclosure of any kind, such as a fence, coping, hedge, or ditch, shall be permitted around any grave or lot. Grave mounds will not be allowed and no lot shall be raised above the established grade.

20. Interment rights can be purchased in this Cemetery only with the written approval of the officers or manager, and subject to the rules and regulations of said Cemetery now or hereafter adopted for the government of this Cemetery, and for the purpose of interment only. This provision applies to all sales, whether made directly by the Cemetery or sales made by Owners.

21. No interment rights or contracts for the purchase of interment rights can be sold, assigned, transferred, pledged or hypothecated without the written approval of the officers of the Cemetery or manager.

22. All agreements for the purchase of Cemetery interment rights must be on forms approved and signed by the authorized Officers of the Cemetery. All terms and conditions for the purchase of interment rights must be recited in the purchase contract; verbal agreements or representations will not be recognized. All said agreements must provide for payment as posted in the Cemetery Office for the area of the lot, which amount is to be paid into the Care Fund Trust for Continual Care of the lot and Cemetery generally.

23. The Cemetery may exchange interment rights when desired by Owners, but not for interment rights of lesser value. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by reconveyance, if considered necessary, before any change is affected.

24. Each Owner is vested with the ownership of his or her interment right for the sole purpose of interment of human dead bodies. Under the regulations of the Cemetery the interment rights cannot be conveyed without the assent of the Officers, nor any use, division or improvements of them be made which the Cemetery prohibits, or may deem improper. The Owner of interment rights may dispose of same by will, subject to the foregoing condition. If the Owner dies intestate, the interment rights will descend to his or her heirs according to the laws of descent.

25. All rights of interment or entombment herein conveyed shall be forfeited and conclusively be deemed to have been abandoned by the Purchaser, and any persons claiming through said Purchaser as to any grave or crypt spaces herein described, which shall remain unused ninety-nine (99) years after the date of purchase, and all such rights shall revert to the Cemetery or its successors. Provided that if any person or persons having any valid claim to the right of interment in such spaces have within two (2) years prior to the expiration of such ninety-nine (99) year period filed a written notice of such claim together with a request that such unused grave spaces be reserved for the interment or entombment of such person or persons, then no forfeiture shall take place until such person or persons have been buried elsewhere or have withdrawn such notice and claim.

26. No conditional or partial transfer of interment rights and no sale of an undivided interest, except to a person or persons who are already part-owners, will be recorded, as the Cemetery cannot be responsible for the carrying out of the intent of the grantor. No burial shall be made on any lot until the purchaser shall have paid on the interment rights therein the amount required by the Cemetery, and shall have paid the entire amount due the Care Fund Trust.

27. 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 county and state.

28. All interments, disinterments, and removals must be made at the time and in the manner designated, and upon such charges as are fixed by the Cemetery. Interment charges are required at the time of interment.

29. The Cemetery shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size, and location in a plot or crypt where interment is desired.

30. The Cemetery shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with. The Cemetery shall be under no duty to recognize protests of interments unless these be in writing and filed in the office of the Secretary of the Cemetery.

31. The number of interments of cremated remains shall not be greater than the number of regular interments permitted on a standard size lot and shall be spaced accordingly, unless otherwise permitted by an Officer of the Cemetery.

32. The general care of the entire Cemetery grounds and lots is assumed by the Cemetery under the provisions of a Care Fund Trust Agreement. This, however, does not provide for any special care. Estimates for any special work will be made by the Cemetery upon application, and charges for the work must be paid in advance.

33. The authorized Officers of the Cemetery shall direct generally all improvements within the grounds and upon all lots and graves, before as well as after interments have been made therein. They shall have charge of the planting, sodding, surveying and improvements generally.

34. No person other than the proper employees of the Cemetery shall be allowed to perform any work within the Cemetery without a written permit from the authorized Officers of the Cemetery.

35. If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by the Officers, or Manager, to be offensive, they shall have the right to enter upon such lot and remove, change or correct the offensive or improper object or objects.

36. If any tree, shrub or plant standing upon any lot, by means of its roots, branches, or otherwise, be or become detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the Cemetery shall have the right to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in their judgment seems best.

FUNERAL REGULATIONS

37. Funerals after entering the gates, shall be subject to the direction of the Officers or authorized employees of the Cemetery.

38. No interments will be made unless the body is accompanied by a burial permit and a proper interment order, at the discretion of the Officer of the Cemetery. Also, it will be necessary for a member of the family to make satisfactory financial arrangements as to the grave opening fee. One day notice is required (except in case of emergency) for the preparation of a grave, which shall be done solely by employees of the corporation.

39. No interment shall be permitted or memorial placed in or on any property not fully paid for except by special consent of the Corporation in writing in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on the said property shall be considered as temporary, and a note shall not be considered as payment, and no rights shall be acquired by the lot purchaser of such interment or interments until such property is fully paid for in cash, including principal and interest; and in case the purchaser of said property shall fail to meet all payments within 30 days after the same are demanded by the Corporation, then the Corporation may re-enter said property and hold the same as of its former estate. The Corporation shall thereupon be released from all obligations thereunder, and it may retain such payments as may have been made towards the purchase of such property as liquidated rental and damages. The Corporation reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to remove to single graves, to be chosen by the Corporation, each of the remains then interred in said property. The Corporation, further, shall have the right to remove any memorial that may have been placed on said property.

40. In case of recent interments or entombments, flowers, baskets, designs, and frames shall be removed from grave or lot at any time in the discretion of the Superintendent. Upon written request made by the owner, or legal representative of owner of such grave, which said request shall be made at the time of, or written forty-eight (48) hours after interment or entombment, any particular basket, designs, or frames may be held for such owner or legal representative, but not exceeding two (2) weeks. If said basket, designs, or frames are not called for and carried away during said period, said flowers, baskets, designs, and frames shall become the property of the Cemetery and may be sold, destroyed, or otherwise disposed of without incurring any liability whatsoever to donors, said grave owners, or to such owner's legal representative.

GENERAL REGULATIONS

41. No dogs shall be permitted in the Cemetery.

42. No person shall be permitted within the cemetery on a bicycle, motorbike or motorcycle.

43. Bringing lunches, beer or intoxicating liquors within the Cemetery is strictly forbidden.

44. No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles, or similar articles will be permitted on any grave, lot or tree.

45. No signs or notices or advertisements of any kind shall be allowed in the Cemetery, unless placed by the Cemetery.

46. The Cemetery is not responsible for theft or damage to anything placed on graves or lots.

47. Only concrete, metal or fiberglass vaults as approved by the cemetery will be permitted to be used.

48. Any person desiring to remove a body from the grave space of another must present a written permit signed by the Owner for such removal, and also himself sign a request to have such removal made. These shall remain in file in the office of the Cemetery.

49. No wooden or cast-iron bench or chair, or any wooden or wire trellis, shall be permitted to be or be brought upon the grounds.

50. The Cemetery and their agents have authority to enter upon any lot and to remove any objectionable thing or any erection that may have been placed there contrary to the regulations of said Board, and they may remove any dead or damaged tree, shrub or vine.

51. No person shall be permitted to enter or leave the Cemetery except by the public gates, which will be open during such daylight hours as are specified by the authorized Officers of the Cemetery.

52. Any person found on the grounds after dark will be considered a trespasser.

53. Holders containing flowers or other decorations will be removed as soon as the flowers fade and wither and the right is reserved by the Cemetery to make such removal. Also, winter wreaths will be removed at such time as is specified by the authorized Officers of the Cemetery. The Cemetery shall keep such holders at the risk of the owner, for a period of thirty (30) days from the date of removal, and if owner fails to collect said holders within said thirty (30) days, he thereby forfeits all right, title and interest in said holders and the Cemetery may dispose of them by sale, destruction or in any other way it deems best.

54. No person will be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

55. All persons are forbidden to hunt, or to fish, or to feed or disturb the fish, fowls or other animals about the Cemetery.

56. 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.

57. No person shall pluck or remove any plant or flower, either wild or cultivated, from any part of the Cemetery.

58. No money shall be paid the attendants at the entrance or on the grounds. The entire time of the persons regularly employed on the grounds belongs to the Cemetery. Visitors and Owners must not otherwise engage them. All order, inquiries and complaints must be left at the office.

59. All persons are reminded that the grounds are sacredly devoted to the burial of the dead and that 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 the rules.

60. It is of utmost importance that there should be a strict observance of all the proprieties due the place, whether embraced in the foregoing regulations or not, as no impropriety will be tolerated.

61. All well-disposed persons will confer a favor by informing the Manager of any breach of proper decorum that may come under their notice.

62. Touch nothing in the Cemetery that does not belong to you. This is the only safe rule to adopt in visiting this Cemetery.

63. No person or persons, other than an employee of the Cemetery, shall be permitted to bring or carry fire-arms within the Cemetery except a Military guard of honor and then only when in the charge of an Officer and during a Military Service.

64. All work and all planting of any kind on all lots and graves is strictly prohibited. Cut flowers may be used at any time.

65. Floral arrangements are limited to (1) arrangement per marker, unless said marker has provisions for additional vase or vases.

66. Placing potted flowers, plants, summer wreaths or baskets on lots or graves is not permitted except on Easter, Mother's Day, Father's Day, Memorial Day, Armistice Day, and Christmas Day, same shall be removed within ten (10) days from placing on lots and graves on the special days herein set forth. The digging of holes for any purpose whatsoever is strictly prohibited.

67. Flowers are permitted only in approved vase assemblies. The Cemetery reserves the right to remove all flowers, potted plants, summer wreaths or baskets of flowers when they become withered, or for any other reason, and the Manager is ordered to make such removals in his judgment it is to the best interests of the Cemetery.

68. The Cemetery is not responsible for loss, theft, or damage to flower arrangements or containers.

69. No floral arrangement over 48 inches is allowed.

70. The placing of vases, shells, toys, metal designs, ornaments, chairs, settees, glass, crockery, wood or iron cases, and similar articles and materials hazardous to lawn mowers shall not be permitted, and if so placed, the Cemetery reserves the right to remove the same.

MODIFICATIONS AND AMENDMENTS

71. The Cemetery may, and it hereby expressly 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 any rule, regulation and/or article, section, paragraph and/or sentence in these Rules and Regulations.

72. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable; and such temporary exceptions, suspension or modification shall in no way be construed as affecting the general application of such.

CONTINUAL CARE

73. The purchase price of all interment space, mausoleum crypts and niches includes a deposit for continued care, which amount is delivered to local trust companies for administration, as specified by the Official Code of Georgia § 10-14-6 (2014). This continual care means that within the limits permitted by the income derived from this Continual Care Fund for Interment Space, the Cemetery grounds will be maintained in keeping with a well preserved burial park, including the cutting of grass, and trimming of shrubs and trees at reasonable intervals; the procuring, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose, and replacing same when necessary; keeping in repair the drains, water lines, roads, buildings, fences and other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals, maintain the necessary records of interment 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 space ownership and burials, and other necessary information, and having same available to the public authorities and other interested persons. This shall 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.

MARKERS AND INSTALLATION

74. In order that improvements be kept uniform, the Cemetery reserves the right to regulate the size and quality of all memorials and markers and other construction on any grave or lot in said Cemetery, and to prevent the erection of any obstruction which may conflict with the regulations, or which may be injurious to the general appearance of the Cemetery, and to remove same if necessary.

75. Only one grave marker will be permitted on one grave space. No memorial or marker may be set to embrace two or more graves except a Companion or a Family Memorial, nor shall more than one family name be permitted on any memorial or marker, unless approved in writing by the Cemetery at the time of the sale of the interment right. All memorials or markers shall be set on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery.

76. Owners of Lots may purchase markers from dealers other than Athens Memory Gardens. If markers are purchased from a dealer other than the Cemetery there is a charge for installation of the marker.

77. Dealer must have a business location with a street address and have a current business license.

78. Workman's Compensation and General Liability Insurance coverage of at least $1,000,000 must be carried by the dealer and be in force. LTL Cemetery Management Corp. shall be named as an additional insured on General Liability policy. Dealer shall furnish Cemetery with certificates of insurance before any work may be performed on Cemetery property.

79. Temporary markers supplied by funeral homes will be permitted for thirty (30) days after interment, or until a permanent memorial or marker is installed, provided said marker or memorial is ordered within this thirty (30) days.

80. The Cemetery will not be responsible for defects, errors, omissions, or future lettering or scrolls for any memorial or marker purchased from outside sources.

81. Notice of request to install marker or monument must be given to Cemetery three (3) business days in advance of anticipated installation date. Actual installation date will be determined by Cemetery to conform to personnel requirements of Cemetery.

82. Markers and monuments must be installed under supervision of Cemetery personnel and be installed in accordance with Cemetery standards.

83. Should dealer request installation of marker by Cemetery personnel dealer may deliver marker to Cemetery and Cemetery will install marker within seven (7) working days, weather permitting.

84. All installations shall be in accordance with current Cemetery standards and supervised and inspected by authorized Cemetery personnel.

85. An installation fee shall be paid to the cemetery for the placement of all memorials, said fee to be calculated on a per square inch basis of the memorial's dimensions. No person other than cemetery personnel are authorized or permitted to install or remove memorials in the cemetery. Marker installation fee will be calculated at .75¢ per square inch of granite base. Monument installation will be calculated at .75¢ per square inch of poured concrete base.

86. Memorials, whether bronze, granite or marble, shall comply with size and section regulations of the cemetery as promulgated from time to time.