



BLAZING STAR SANCTUARY

RULES

Effective July 1, 2024

Nature of Conservation Cemetery.

- 1) *Natural Burial Ground.* Owner acknowledges and accepts that Blazing Star Sanctuary (the Sanctuary) is owned by Nature's Burial, LLC (Nature's Burial) and operated as a natural burial ground and conservation cemetery, which means that it is intended to be kept in its natural state to the greatest extent possible, consistent with its use as a cemetery, and has one of its goals the maintenance of the premises as a refuge for wildlife and native plants.
- 2) *Natural Burial.* No deceased person or any other thing may be buried anywhere within the Sanctuary except in its natural state and without any means whatsoever of chemical preservation or embalming. The uppermost surface of any buried remains or container must be at least two feet (2') below the grade of the surrounding soils.
- 3) *Burial Materials.* No coffin, casket, box, enclosure, shroud, wrap, clothing, or other materials may be buried within the Sanctuary unless such materials are fully natural, non-toxic and biodegradable. Unless there is reason to believe otherwise, it may be assumed that any burial materials made from cotton, linen, flax, solid wood, non-toxic plywood, wicker, bamboo, or uncoated cardboard or paper are acceptable for use in the Sanctuary.
- 4) *Memorial Markers.* Nature's Burial shall mark the Plot following the interment of a deceased with a permanent marker to be supplied by Nature's Burial. Such marker shall be made of metal, with a surface area not to exceed 12 square inches and engraved with the name and dates of birth and death of the deceased. Native plants, seed, or vegetation from the local plant list supplied by Nature's Burial may be placed or planted at the Plot, and shall comply with the Rules then in effect. No other headstone, monuments, ornamentation, memorials, or embellishments of any kind shall be placed upon the Sanctuary without the advance written consent of Nature's Burial.
- 5) *Restoration and Maintenance.* It is acknowledged that Nature's Burial shall manage the Sanctuary consistent with practices and recommendations appropriate to maintain the Sanctuary as a coastal prairie. These practices may include prescribed burns, shredding, invasive species removals, and intermittent cattle grazing, which are beneficial to the maintenance of the native grassland ecosystem. These activities may impact the visitor experience.
- 6) *Removal.* Nature's Burial may remove, at Owner's sole expense, any burial materials, memorial materials, or any plant, tree, or shrub which is placed on the Sanctuary by the Owner or their heirs in violation of these Rules, or which, in the sole opinion of Nature's Burial, are injurious to the general appearance or purpose of the Sanctuary as a natural burial ground and conservation area.

General

- 7) *Hours.* The Sanctuary shall be open to the public during posted hours.



- 8) *Other Purposes.* The use of the Sanctuary is restricted to the interment of human remains only. The Sanctuary may not be used for meetings, gatherings or other purposes without the prior written approval of Nature's Burial.
- 9) *Conduct.* Nature's Burial has the authority to regulate the conduct of persons at the Sanctuary, and may establish and revise the Rules regarding access and use of the Sanctuary.
- 10) *Changes.* Nature's Burial reserves the right from time to time to enlarge, reduce, re-plat, or change the boundaries or grading of the Sanctuary, or any section thereof, including the right to modify or change the location of, remove or re-grade trails and/or walkways, or any part thereof. Nature's Burial reserves the right to use and to place trees, shrubs, and monuments on portions of the Sanctuary not sold to individual lot owners.
- 11) *Ingress and Egress.* Nature's Burial reserves unto itself a perpetual right of ingress and egress over graves, grave spaces, and lots for purposes of maintenance and for any lawful purpose.

Interment Process.

- 12) *Scheduling.* Owner shall notify Nature's Burial when it desires to inter remains, and Nature's Burial shall designate its representative to oversee the logistics of the interment, including time, gathering location, and burial procedures, which shall be subject to approval in writing by Nature's Burial. See attached Burial Notice form. Interments on Sundays will be permitted only at the sole discretion of Nature's Burial. No interments will be permitted on Christmas Day, Easter Sunday, or Thanksgiving Day.
- 13) *Authorization.* Nature's Burial reserves the right to refuse interment in any plot and to refuse to open any burial space for any purpose, except on authorization in writing by the plot owner of record in such form prescribed by Nature's Burial and duly filed in the office of Nature's Burial. Nature's Burial reserves the right to make an interment of any member of the immediate family of any one of several plot owners upon the written authorization of such plot owner and to refuse interment of any other person without the written consent of all those owners of the plot who are recorded as such on the records of Nature's Burial. Where a plot is owned by a church, lodge, or other society, interments shall be limited to the actual members of that organization and their spouses and to the immediate members of families of members.
- 14) *Permits and Protests.* Nature's Burial shall not be responsible for the obtaining an interment permit, and shall not be responsible to verify the identity of the person to be interred. All interments are made subject to the orders and laws of the duly constituted authorities of the city, county, and state. Nature's Burial 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 have not been complied with; and further, Nature's Burial reserves the right under such circumstances to refuse to accept the body for interment until all rights have been determined. Nature's Burial shall be under no duty to recognize any protest of interment unless it is in writing.
- 15) *Disinterment or Removal.* No disinterments and removals shall be permitted, except by court order.



- 16) *Funerals/Ceremony.* All funerals or celebrations of life, on reaching the Sanctuary, shall be under the charge of Nature's Burial, or its designee. Nature's Burial shall designate any area to be utilized during any ceremony associated with the interment on the Plot. It is acknowledged that the ceremony shall be conducted in such a manner as to minimize the impact to the natural features of the Sanctuary.
- 17) *Opening and Closing.* Nature's Burial may, in its sole discretion, allow friends, family, or others to participate in the opening and closing of graves for the interment of remains, placing of cut flowers or vegetation, and planting of grasses and wildflowers under the direction and supervision of Nature's Burial representatives. Nature's Burial shall provide a list of approved contractors that are authorized to provide services for opening and closing of graves for the interment of remains. Interment and planting of any vegetation must be in accordance with the policies approved by Nature's Burial and shall be conducted only by individuals or contractors approved by Nature's Burial. It is acknowledged that approved contractors shall charge the standard rate for such services at the time they are rendered (it being expressly understood that the Purchase Price does not include opening/closing of graves). Neither Owner nor any third parties may open or close graves, or plant or remove any plant, tree, or shrub, except with prior, express, written permission from Nature's Burial.

Legal.

- 18) *Limitation of Liability.* Neither Nature's Burial nor its member(s), owner(s), managers, agents, employees, contractors, successors or assigns, shall be liable for any loss, injury, or damage resulting from (a) the violation of any Rule; (b) any act or event of nature or weather, thieves, vandals, trespassers, strikers, unavoidable accidents, riot, order of military or civil authorities; (c) for the acts of Owner or third parties engaged in the opening or closing of the grave or in the interment ceremony; (d) for the condition of the Sanctuary, which is a natural area and has inherent hazards.
- 19) *Risks.* THE SANCTUARY MAY HAVE VISIBLE AND/OR HIDDEN OBSTRUCTIONS, THORNS, POISONOUS BERRIES OR PLANTS, VENOMOUS SNAKES, WILDLIFE, AND/OR OTHER NATURAL OR MANMADE CONDITIONS WHICH MAY BE DANGEROUS TO VISITORS AND/OR THEIR VEHICLES. VISITORS MUST LOOK OUT FOR THEIR OWN SAFETY FROM PHYSICAL CONDITIONS WHICH MAY EXIST ON THESE PREMISES. VISITOR HEREBY ACKNOWLEDGES THEY ARE VOLUNTARILY PRESENT ON THE PROPERTY WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREES TO ACCEPT ALL RISKS OF INJURY OR DEATH, PROPERTY LOSS OR DAMAGE.
- 20) *Waiver & Indemnification.* In consideration of the right to enter the Sanctuary or lands owned by the Coastal Prairie Conservancy (CPC), Owner, for themselves, and on behalf of each heir, estate, executor, successor, transferee, child, spouse, family member, or relative of Owner, or any person located on the premises of the Sanctuary at the invitation of Owner or for the purposes of attending an interment of an Owner or visiting the Plot where Owner is or will be interred (each a "**Visitor**"), individually and on behalf of Visitor's children, assumes the risk of, and releases, acquits, and forever discharges Nature's Burial and CPC and their agents, employees, officers, directors, and assigns (Indemnitees) from any and all losses, claims, costs or causes of action (including all attorney's fees and hospital and medical expenses) of any kind whatsoever, at



common law, statutory or otherwise, that may arise from Visitor or Visitor's children's use and entry upon such lands. Visitor further agrees that Visitor, Visitor's children, heirs, successors and assigns, will not make any claim or institute any suit or action at law or equity against Indemnitees arising from any such accident, incident or occurrence. The term "children" shall include Visitor's own children and wards. VISITOR HAS AGREED, INDIVIDUALLY AND ON BEHALF OF VISITOR'S CHILDREN, NOT TO BRING SUIT OR ASSERT ANY CLAIM AGAINST INDEMNITEES EVEN THOUGH VISITOR OR VISITOR'S PROPERTY ARE INJURED OR DAMAGED AS A RESULT OF THE NEGLIGENCE OF INDEMNITEES, THEIR GUESTS OR ANY OF THE ABOVE DESCRIBED PARTIES.

Miscellaneous

- 21) *Change in Address.* Owner must notify Nature's Burial of any change in address. Notice sent to a plot owner at the last address on file in the Office of Nature's Burial will be considered sufficient and proper legal notification for all purposes, whether or not such purposes be specified in these Rules.
- 22) *Exceptions.* Nature's Burial, may, in its sole discretion, make exceptions or modifications to these Rules, and such temporary exception or modification shall in no way be construed as affecting the general application of such Rule.
- 23) *Amendments.* Nature's Burial may, and it hereby expressly reserves the right, at any time and from time to time, to adopt new Rules or to amend, alter, or repeal any Rule, Regulation, or article, section, paragraph, or sentence in these Rules, and such modified Rules shall be binding upon Owner without need for further written signature.



Notice Regarding Texas Spousal Right of Interment

Nature's Burial will comply with Texas law, including Texas Health and Safety Code Section 711.039:

Sec. 711.039. RIGHTS OF INTERMENT IN PLOT. (a) A plot in which the exclusive right of sepulture is conveyed is presumed to be the separate property of the person named as grantee in the certificate of ownership or other instrument of conveyance.

(b) The spouse of a person to whom the exclusive right of sepulture in a plot is conveyed has a vested right of interment of the spouse's remains in the plot while the spouse is married to the plot owner or if the spouse is married to the plot owner at the time of the owner's death.

(c) An attempted conveyance or other action without the joinder or written, attached consent of the spouse of the plot owner does not divest the spouse of the vested right of interment.

(d) The vested right of interment is terminated:

(1) on the final decree of divorce between the plot owner and the owner's former spouse unless the decree provides otherwise; or

(2) when the remains of the person having the vested right are interred elsewhere.

(e) Unless a plot owner who has the exclusive right of sepulture in a plot and who is interred in that plot has made a specific disposition of the plot by express reference to the plot in the owner's will or by written declaration filed and recorded in the office of the cemetery organization:

(1) a grave, niche, or crypt in the plot shall be reserved for the surviving spouse of the plot owner; and

(2) the owner's children, in order of need, may be interred in any remaining graves, niches, or crypts of the plot without the consent of a person claiming an interest in the plot.

(f) The surviving spouse or a child of an interred plot owner may each waive his right of interment in the plot in favor of a relative of the owner or relative of the owner's spouse. The person in whose favor the waiver is made may be interred in the plot.

(g) The exclusive right of sepulture in an unused grave, niche, or crypt of a plot in which the plot owner has been interred may be conveyed only by:

(1) specific disposition of the unused grave, niche, or crypt by express reference to it in a will or by written declaration of the plot owner filed and recorded in the office of the cemetery organization; or

(2) the surviving spouse, if any, and the heirs-at-law of the owner.

(h) Unless a deceased plot owner who has the exclusive right of sepulture in a plot and who is not interred in the plot has otherwise made specific disposition of the plot, the exclusive right of sepulture in the plot, except the one grave, niche, or crypt reserved for the surviving spouse, if any, vests on the death of the owner in the owner's heirs-at-law and may be conveyed by them.

NOTICE

If, during the life of an Owner's spouse, the spouse appointed an agent other than the Owner to control the disposition of the spouse's remains, and if, upon the spouse's death, the agent so appointed directs that the spouse's remains shall be interred in an unused interment space owned by the Owner, then, absent an order from a court of appropriate jurisdiction, Nature's Burial shall permit the interment as directed, even over the objection of the Owner, because Texas law grants the spouse a vested right of interment in the plot.

Conversely, if, during the Owner's life, the Owner appointed an agent other than the Owner's spouse to control the disposition of the Owner's remains, and if, upon the Owner's death, the agent so appointed directs that the Owner's remains shall be interred in an unused interment space owned by the Owner in the cemetery, even if only one unused interment space remains, then, absent an order from a court of appropriate jurisdiction, Nature's Burial shall permit the interment of the Owner's remains in the interment space, even over the objection of the Owner's spouse or of any other person claiming to own the interment space as a result of the Owner's death.