



EVERGREEN MEMORY GARDENS

Rules & Regulations



RULES AND REGULATIONS

TABLE OF CONTENTS

ARTICLE I DECLARATION

ARTICLE II ADOPTION

ARTICLE III DEFINITION OF TERMS

ARTICLE IV ADDRESS CHANGE OF PLOT OWNERS

ARTICLE VI CARE OF PLOTS

ARTICLE VII CERTIFICATE AND RULES ARE SOLE
AGREEMENT

ARTICLE VIII CHANGES IN GRADE AND REPLANTING

ARTICLE IX.....CONDUCT OF PERSONS WITHIN THE
CEMETERY

ARTICLE X CONTROL OF WORK WITHIN CEMETERY

ARTICLE XI CREMAINS & COLUMBARIUMS

ARTICLE XII DECORATION OF PLOTS

ARTICLE XIII DISINTERMENTS AND REMOVALS

ARTICLE XIV FEES, CHARGES AND PAYMENTS

ARTICLE XV FUNERAL REGULATIONS

ARTICLE XVI GENERAL SUPERVISION OF CEMETERY

ARTICLE XVII HOURS OF OPERATION

ARTICLE XVIII INTERMENT

ARTICLE XIX LOT SALES

ARTICLE XX MATERIALS PERMITTED

ARTICLE XXI MAUSOLEUMS

ARTICLE XXII MISCELLANEOUS

ARTICLE XXIII MODIFICATIONS AND AMENDMENTS

ARTICLE XXIV MONUMENTS AND MARKERS

ARTICLE XXV.....PLANTINGS

ARTICLE XXVI PROPERTY RIGHTS OF PLOT OWNERS

ARTICLE XXVII ...PROTECTION FROM LOSS OR DAMAGE

ARTICLE XXVIII ..TRANSFER OR ASSIGNMENT

EXHIBIT A..... DECENDANT'S NEXT OF KIN AND
SUCCESSION

ARTICLE I – DECLARATION

The Owners of Evergreen Memory Gardens desire to continue to make the Cemetery a quiet, beautiful, sacred place, a symbol of love and faith and maintained in the best possible manner. To this end, for the mutual protection of lot Owners, and for the proper conduct and good order of the Cemetery, the following Rules and Regulations have been adopted.

1 Application: All Owners and visitors within the Cemetery and all lots sold, shall be subject to these Rules and Regulations, and subject, further to such other Rules and Regulations, amendments or alterations as shall be adopted by the Cemetery from time to time. Reference to these Rules and Regulations in the Certificate of Ownership to a lot shall have the same force and effect as if set forth in full therein. These Rules and Regulations shall apply to any person, firm, corporation, association, club, partnership, society, or any other form of association or organization.

2 Waiver: The Cemetery at its sole discretion, may modify, suspend, repeal, or amend the provisions of these Rules and Regulations in whole or in part. Exceptions to these Rules and Regulations may be made by Cemetery Management.

3 Severability: It is the intent of the Cemetery that if any portion of these Rules and Regulations is held to be invalid or unconstitutional, such invalidity shall not affect the validity of the remaining sections or parts.

ARTICLE II – ADOPTION

1 Application: All Owners and visitors within the Cemetery and all lots sold, shall be subject to these Rules and Regulations, and subject, further to such other Rules and Regulations, amendments or alterations as shall be adopted by the Cemetery from time to time. Reference to these Rules and Regulations in the Certificate of Ownership to a lot shall have the same force and effect as if set forth in full therein. These Rules and Regulations shall apply to any person, firm, corporation, association, club, partnership, society, or any other form of association or organization.

2 Waiver: The Cemetery at its sole discretion, may modify, suspend, repeal, or amend the provisions of these Rules and Regulations in whole or in part. Exceptions to these Rules and Regulations may be made by Cemetery Management or the Directors of the Cemetery.

3 Severability: It is the intent of the Cemetery that if any portion of these Rules and Regulations is held to be invalid or unconstitutional, such invalidity shall not affect the validity of the remaining sections or parts.

ARTICLE III – DEFINITION OF TERMS

1 Cemetery: shall mean Evergreen Memory Gardens. The term shall include a burial area used for earth interments, a mausoleum for vault or crypt interments, a crematory and columbarium for cremains interments or a combination of one or more than one thereof, as may be the property of Evergreen Memory Gardens.

2 Cemetery Management: shall be construed to mean the Cemetery's duly authorized representative(s) for the purpose of conducting and administering the Cemetery

3 Certificate: shall mean the original conveyance document given by the Cemetery to the original purchaser or as alternatively used "Burial Rights Certificate". The Certificate conveys only the right to bury and not the real property title.

4 Columbarium: is a structure for the inurnment of cremated remains.

5 Contractor: shall 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.

6 Decorations: shall be deemed to include all structures, ornaments, planting, or other embellishments, with the exception of monuments and markers or mausoleums which are placed on Cemetery lots with the intention of improving their appearance. Because certain types of individual lot decorations are not in harmony with the development of the Cemetery as a whole or because they may intensify maintenance problems, the Cemetery enforces certain rules regarding the decoration of Cemetery lots.

7 Cemetery Owner: shall mean the Cemetery's sole proprietorship.

8 Burial Right(s): shall mean one or more "lot," "plot," "burial space", "grave space" as may be used interchangeably and shall apply with like effect to one or more adjoining graves.

9 Infant Grave: shall mean one or more grave spaces set aside for the burial in a vault not more than 4 feet in length.

10 Interment: shall mean the permanent disposition of the remains of a deceased person by cremation with inurnment, entombment or burial. Traditional interment shall mean a Full burial in Earth.

11 Interment Right(s): shall mean the Owner's right of interment comprising burial rights or entombment.

12 Lawn Crypt: shall mean a designated garden area in which the vaults are preset for single or double depth burial and all memorials are flush mount.

13 Lot: shall mean a single grave space and apply to numbered divisions as shown on the plat maps for the burial purposes only of the human dead.

14 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.

15 Owner: shall mean the Owner of rights of interment.

16 Perpetual Care: shall mean the obligation of the Cemetery to maintain and care for the Cemetery from the net annual income on the Perpetual Care trust fund.

17 Sexton: shall mean the person or persons duly appointed by the Cemetery Owner for the administration and care of the Cemetery. Interchangeable with Cemetery Management.

18 Space: the term shall apply to an area of sufficient size to accommodate one interment. "Space" shall be determined by the type of burial; i.e. Adult, infant, ashes. The size of the space needed shall be determined by Cemetery Management.

ARTICLE IV – ADDRESS CHANGE OF PLOT OWNERS

It shall be the duty of the plot Owner to notify the Sexton or Directors of any change in his post office address. Notice sent to the plot Owner at the last address on file in the office of the Cemetery shall be considered sufficient and proper legal notification.

ARTICLE V-ADMINISTRATION

The keeping of records of the Cemetery shall be the responsibility of the Cemetery Management. Records giving full data on all interments shall be kept in the Cemetery files. The data is to include the Owners of interment rights including the section, lot, and grave location; and the name and the date of interment of each grave occupant. Additionally, the records include the accounting of the Perpetual Care trust fund.

ARTICLE VI – CARE OF PLOTS

1 Perpetual Care: This fund is an irrevocable trust from which deposits can not be withdrawn, and the income from said fund shall be used by the Cemetery for the maintenance, repair and care of the Cemetery.

2 Perpetual Care To Include: Perpetual Care as used in reference to plots, shall be held to mean the cutting of the grass upon said plots at reasonable intervals, the making and cleaning of the plots, the pruning of the shrubs and trees that may be placed by the Cemetery; meaning and intending the general preservation of the plots, and the grounds, walks, roadways, boundaries, and structures, to the end that said grounds shall remain and be reasonably cared for as Cemetery grounds forever. Perpetual care shall include watering, re-sodding, seeding, filling in sunken graves, or sodding over the surface of graves to lot level.

3 Perpetual Care Not to Include: The term “perpetual care,” unless otherwise provided in the agreement, shall in no case be construed as meaning the maintenance, repair or replacement of any memorial, tomb or mausoleum place, erected upon lots; nor the doing of any special or unusual work in the Cemetery, including work caused by impoverishment of the soil; nor does it mean the reconstruction of any stone, bronze or concrete work on any section or plot, or any portion or portions thereof in the Cemetery, necessitated 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. Perpetual Care shall not include the watering of flowers or plants or the trimming of shrubs if planted by the lot Owner.

4 Funds Held In Trust: The money received for perpetual care shall be held in trust and invested as provided by law.

5 Limitation on Use of Funds: Perpetual care, whether applied to lots, graves, mausoleums or to anything within the confines of the Cemetery, shall be limited absolutely to the income received from the investment of the perpetual care fund, no part of the principal shall be expended.

6 Deposited in General Fund: It is understood and agreed between the Owner and the Cemetery that all of said funds may be deposited with other 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 their deposit be construed as a contract to care for any individual property or space other than as above defined, except special care agreements duly executed and on file at the Cemetery office.

7 Discretionary Use of Fund: The income from the perpetual care fund shall be expended by the Cemetery in such manner as will, in its judgment, be most advantageous to the lot 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 Cemetery is hereby given the 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 said income in such a manner as it in its sole judgment, may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds or for any purpose necessary in the execution of its duties.

8 Amount Deposited: The amount of said perpetual care funds to be collected from the purchasers of Cemetery ground plots shall be such sum as is required by Statute and as may be determined by the Cemetery.

9 Perpetual Care Records: The record books of the Cemetery shall show the amount of perpetual care fund that has been required of the individual and set aside in each case.

10 Repossession of Lots: Whenever any Owner of any burial space, whether or not converted to perpetual care, shall have failed or neglected to make payments on their account, the rights and interests of said Owner are terminated and forfeited and whatever procedure is required under the laws of the State of Kentucky shall be taken to authorize the resale of said lots.

11 Special Care on Lots: Lot Owners who desire special attention for their lot, such as special care for flowers, trees and shrubs, by endowment with the Cemetery can make arrangements for such special care.

12 Spring Pick Up: Prior and in preparation to the beginning of mowing season the Cemetery will be cleared of all flowers, artificial or natural, and decorations on the ground, on or about March 1st, each year. Any person wishing to retain their decorations, plants, flowers or pots shall remove them prior to that date.

ARTICLE V – ADMINISTRATION

The keeping of records of the Cemetery shall be the responsibility of the Cemetery Management. Records giving full data on all interments shall be kept in the Cemetery files. The data is to include the Owners of interment rights including the section, lot, and grave location; and the name and the date of interment of each grave occupant. Additionally, the records include the accounting of the Perpetual Care trust fund.

ARTICLE VII – CERTIFICATE AND RULES ARE SOLE AGREEMENT

1 Certificate Issuance: Upon full payment for a lot or grave space, a Burial Rights Certificate will be issued to the Owner.

2 Sole Agreement: The certificate of Ownership and these Rules and Regulations and any amendments thereto shall be the sole agreement between the Cemetery and the plot Owner. The statement of any employee or agent, unless confirmed in writing by one of its officers, shall in no way bind the Cemetery.

ARTICLE VIII – CHANGES IN GRADE AND REPLANTING

1 Right to Change: The right to enlarge, reduce, replant 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 location of or remove or re-grade roads, drives or walks, or any part thereof, 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 plot Owners, for Cemetery or any other purpose, including, but not limited to, 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 plots for the purpose of passage to and from other plots.

2 No Implied Easement or Grant: No easement or right of interment is granted to any plot Owner in any road, drive, alley or walk within the Cemetery except as may expressly made, but such road, drive, alley, or walk may be used as a means of access to the Cemetery or buildings as long as the Sexton devotes it to that purpose.

3 Grading and Care of Lots: All grading of lots shall be done by the Cemetery. No person shall do any grading causing the surface of the ground to be raised above the existing height of the surrounding area. Only a licensed contractor engaged by the Cemetery shall discharge any chemical or organic fertilizer, herbicide or other substance on any lot.

ARTICLE IX – CONDUCT OF PERSONS WITHIN THE CEMETERY

1 Walkway Use: Persons within the Cemetery grounds shall use only the walks and roads and any person injured while walking on the grass, except that be the only way to reach his plot, or while on any portion of the Cemetery other than the walks or road, shall in no way hold the Cemetery liable for any injuries sustained.

2 Plantings: All persons are prohibited from gathering flowers, either wild or cultivated, breaking or cutting trees, shrubbery or plants.

3 Violation of Graves: Defacing or otherwise damaging monuments or structures in the Cemetery is a felony in Kentucky and subject to prosecution.

4 Wildlife: No disturbing the birds or animal life.

5 Disruption of Memorial Service: No loud talking, music or other noise shall be permitted on the Cemetery grounds within hearing distance of funeral services. No person shall interrupt or disturb any funeral or memorial service.

6 Trash: The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings is prohibited.

7 Vehicles: No automobile, vehicle or animal shall be driven across or upon any grave, lot or lawn nor parked or left thereon. It is prohibited to park or leave any automobile or vehicle on any road or driveway within the Cemetery at such location or in such a position as to prevent any other car or vehicle from passing the same, and if so parked or left, such car or vehicle will be removed.

8 Traversing Cemetery Grounds: Walking or driving through the Cemetery grounds to property or land outside of the Cemetery for the purpose of saving time or distance is prohibited.

9 No Solicitation: Solicitation of the sale of any commodity is positively prohibited within the confines of the Cemetery. There shall be no display and/or sale of goods, wares and merchandise.

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

11 Advertising in Cemetery: The placing of signs notices or advertisements of any kind, peddling or soliciting, and the sale of any commodity in the Cemetery is prohibited.

12 Domestic Animals: Domestic animals shall not be allowed on the Cemetery grounds except on a leash or kept in the vehicle. This provision shall not apply to dogs assisting handicapped persons.

13 Improprieties in the Sole Judgment of Sexton: It is the utmost importance that there should be strict observance of all

proprieties of the Cemetery, whether embraced in these rules or not, as no improprieties shall be allowed and the Sexton shall have power to prevent improper assemblages or actions.

14 Powers of Sexton: The Sexton is hereby empowered to enforce all Rules and Regulations, and to exclude from the Cemetery any person violating the same, and the Sexton shall have charge of the grounds and buildings, and, at all time, shall have supervision and control of all persons within the Cemetery, including the conduct of funerals, traffic and employees. To protect and promote the best interest of the Cemetery, she/he is authorized to make temporary additional rules, which are not covered by these Rules and Regulations.

15 Bicycles: No person shall be permitted in the Cemetery on a bicycle, except on designated roadways.

16 Speed Limit & Roadways: All vehicles shall remain on said roadways and observe a maximum speed of 15 mph.

17 Alcoholic Beverages: Alcoholic beverages in the Cemetery are strictly forbidden.

18 After Hours: Any person found on the grounds after dark may be considered a trespasser.

19 Sacred Grounds: 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 wanton injury, disturbance and disregard of the rules.

20 Strangers: Strangers are not allowed to approach the grave during a funeral.

21 Children: Children under 12 years of age, unless accompanied by adults, are not permitted on Cemetery grounds.

22 Business Activities and Assemblies: No person shall use Cemetery grounds for any business activity. Meetings, gatherings or assemblies of any kind in the Cemetery are prohibited except as a part of a funeral or memorial service.

23 Quarreling: No person shall engage in any fight, quarrel or disturbance in the Cemetery.

24 Loitering: No person shall loiter in the Cemetery or fail to leave the Cemetery after having been directed to do so by an employee of the Cemetery.

25 Playing: No ball playing, roller-skating, sledding, riding of mini-bikes, go-carts and skateboards.

26 Motor Vehicle Instruction: There shall be no instructing persons in the use and operation of a motor vehicle in the Cemetery.

27 Notice of Trespass: Any person found in violation of the Rules and Regulations shall be deemed a trespasser and subject to prosecution therefore.

ARTICLE X – CONTROL OF WORK WITHIN CEMETERY

1 Grading and Plantings: All grading, landscaping and improvements of any kind, and all care on plots shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed only by the Sexton. If any trees or shrubs situated on any lot, shall, by means of their roots or branches, become detrimental to the adjacent lots or avenues, or unsightly or inconvenient for visitors, the Cemetery shall have the right to enter the said lot and remove said trees or shrubs or such parts thereof as they shall determine to be detrimental, unsightly or inconvenient.

2 Opening and Closings: All openings and closing of plots, and all interment, disinterment and removals shall be made by Cemetery personnel only.

3 Alterations: 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 Sexton and, should they be made without his/her written consent, he/she shall have the right to remove, alter or change such improvements or alterations

at the expense of the lot Owner, or, in any event, at any time, if in his judgment, they become unsightly to the eye.

4 Permission for Work and Liability for Damages: No person shall perform any work within the Cemetery except with the permission of and in accordance with the directions of Cemetery Management. Any person causing damage within the Cemetery shall be liable to the Cemetery for such damage. Any person performing work in the Cemetery without permission shall be liable to the Cemetery for the cost of restoring the Cemetery to the condition that it was in before the work was done.

ARTICLE XI – CREMAINS & COLUMBARIUMS

1. Columbarium: Only private columbariums are available at this time.
2. Ownership: Columbarium niches are sold for the inurnment of human remains only. Ownership is comprised of burial rights in each niche space as conveyed on the Burial Rights Certificate issued by the Cemetery to the Owner. The Burial Rights Certificate shall be issued to the Owner upon payment in full for the columbarium niche(s).
3. Inurnment rights: Inurnment rights purchased from the Cemetery are for inurnment purposes only and not for speculation or investment.

4. Inurnment of more than one person: Only one inurnment may be made in each single niche and only two inurnments may be made in each double or companion niche.
5. Memorial Inscription: Memorialization of each niche front shall be by name plate only. The name plate and the inscription for each niche must be approved by the Cemetery Management. Only one name plate shall be allowed on each niche. Double or companion niches will allow for two inscriptions. The Information engraved on a Columbarium Cover must at a minimum include the full legal name, date of birth, date of death of any individual interned there in. Additional information, and terms of endearment, will be allowed within the limitations of engraving text size and font as determined by the Cemetery Management.
6. Above Ground Inurnment containers: Inurnments may be made only in approved containers of proper size for columbarium niches. Cremated remains must be in a non biodegradable, unbreakable container made of concrete, plastic or metal. Urns composed of paper, cardboard, plastic bags, glass, ceramic, wood or any other material deemed unacceptable by the Cemetery Management will not be accepted for inurnment.
7. Liability: The Cemetery is not liable for damages to the container or cremains during inurnment or disinurnment.
8. Cremain Burial Plots: Cremain burial plots specifically designed for use burial for cremated remains are designated on the Cemetery plats and now available for sale in the Cemetery. Each plot shall have one burial only. Flat surface monuments only are permitted.

9. Infants: No infants or small children may be buried in cremains section unless cremated.
10. Disinterment: Disinterment of cremated remains shall follow the same rules as for disinterment of a body.
11. Scattering ashes: The scattering of ashes in the Cemetery poses a hazard to its employees and is not permitted in any area other than the designated Scattering Garden
12. Cremains of Next of Kin may be enclosed within a deceased's casket so long as all paperwork and fees are completed no less than 48 business hours prior to burial.

ARTICLE XII – DECORATION OF PLOTS

1. Cemetery Authority: The Cemetery shall have the authority to remove all floral design, flowers, weeds, trees, shrubs, plants, or herbage of any kind, from the Cemetery, as soon as, in the judgment of the Sexton, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the Rules and Regulations. The Cemetery 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 service held in the Cemetery. They shall not be liable for lost, misplaced, or broken flower vases. The Cemetery shall not be responsible for frozen plants or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by caused beyond its control. The Cemetery reserves the right to remove any decorations, flowers, floral designs, trees, shrubs or plants, or herbage of any kind.

2. Prohibited in Cemetery: The following items are specifically prohibited, and if so placed, the Sexton reserves the right to remove same:

- a. The placing of boxes, shells, toys, metal designs, ornaments, chairs except those located on the base of the monument.
- b. Glass, wood, concrete or iron articles;
- c. Shrubs, planted flowers, trees or other plants;
- d. Marble chips, decorator rocks or wood chips around monuments or markers.
- e. Window boxes, pots, glass jars.
- f. Shepherds hooks, wind chimes and hanging baskets.
- g. Coping, curbing, fencing, hedging, grave mound borders, or enclosures of any kind around any lot; and no walks of brick, cinders, tile, stone, marble, terracotta, sand, cement, gravel or wood.
- h. Surfaces other than earth or sod.
- i. NO Helium filled Balloons are to be placed on graves, attached to markers, trees, shrubbery, fixtures or released into the air on cemetery property at any time.

3. Holiday specific decorations are allowed ten days before through ten days after the following holidays: Easter, Memorial Day, Mother's Day, Father's Day, Halloween and Thanksgiving. This includes items on bases, monuments and in vases.

Halloween decorations specifically must be placed with careful consideration, please be very cognizant of being within sacred grounds and limit Halloween decorations to small items such as artificial pumpkins or jack-o-lanterns. While Halloween is a holiday many children enjoy, most decorations would be inappropriate during a funeral service or within the somber nature of a cemetery. The Cemetery reserves the right to remove any decorations that violate the sacred nature of its grounds or fall outside the rules and regulations.

4. Plantings: All work and all planting of any kind on all lots and graves is prohibited. The Cemetery has the right to direct the removal of any inappropriate decorations, flowers, potted plants, and wreaths when they become withered. No shrubs, trees or flowers shall be planted without the approval of the Cemetery. Any of the foregoing items planted without such approval may be removed. Trees and shrubs which have died or become unsightly shall be removed by the Sexton. The Sexton is ordered to make such removals when in his judgment it is in the best interests of the Cemetery with no prior notice to families.

5. Height Limitation: No decoration over one foot in height is permitted in the Cemetery.

6. Flags: Within 10 days following Memorial Day, the individual, group or organization placing flags in Cemetery shall remove the flags and store them off Cemetery property. If any flag is not removed within that time period, the Cemetery may remove it. Any flag so removed shall be kept in a safe location at the Cemetery maintenance building. The individual, group or organization originally placing the flag may pick it up at the maintenance building. Within 1 week after July 5, all flags left on Cemetery grounds shall be collected by the Cemetery and, along with any flags stored in the maintenance building.

7. Removal: As soon as decorations, flowers (including receptacles), flags or emblems used at funerals for the adornment of graves, crypts or niches becomes unsightly, dangerous, detrimental, diseased, a nuisance to maintenance efforts or when they do not conform to the standard maintained, they will be

removed and no responsibility for their return to the Owners will be assumed.

Items Removed

Christmas decorations including poinsettias will be removed beginning Feb. 1. Valentines Day removal starts Mar 1 – Thanksgiving Day Items will be removed December 10.

8. Landscaping: The Cemetery will undertake to maintain, as may be practicable, the planting of trees and shrubs, to preserve and maintain landscape features, but does not undertake to maintain individual plantings or urns of plants.

9. Cooperation Request: The Cemetery encourages the use of floral tributes on the graves of loved ones, however, the beauty and continuity of the Cemetery depends on the cooperative efforts of all families who have loved ones in the Cemetery care.

10. Funeral Designs: All funeral flowers and graveside items must be removed within ten (10) days of the funeral; otherwise they will be removed and discarded.

11. Winter Decorations: All winter decorations, not directly on the monument or its foundation, must be removed by March 1 of each year.

12. Placement: Any item placed in the Cemetery shall be in line with the existing row of headstones so as not to hamper mowing duties.

13. Ownership: Temporary decorations must be durable, suitably anchored, and easily removable. Temporary decorations become the

property of the Cemetery as soon as they are placed and can be removed or modified at any time without notice.

14. Fresh Flowers: Fresh flowers are permitted and the Cemetery encourages their use.

15. Wreaths: Wreaths are permitted between November 1st through January 31st. Cemetery will remove wreaths and stands starting on February 1st.

16. Graves Without a Monument: To maintain consistency and the beauty of the cemetery as well as ensuring upkeep and necessary maintenance, those families waiting for their monument delivery are asked to limit their decorations to 2-3 small items at the head of their loved one's grave. Families are asked to be mindful of any tokens or decorations left by others that would cause them to exceed the 2-3 item limit. The cemetery, at its discretion and without notice, will remove any decorations which may create a safety hazard or cause additional maintenance burdens.

ARTICLE XIII – DISINTERMENTS AND REMOVALS

1. Prohibited: Removal, by the heirs, of a body or cremated remains so that the plot may be sold for profit to themselves, or removal contrary to expressed or implied wish of the original plot Owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.

2. Relocation within Cemetery: A body, or cremated remains, may be removed from its original plot to a larger or better plot in the Cemetery, where there has been an exchange or purchase for that purpose.

3. Limitation of Liability: The utmost care will be exercised in making a removal but the Cemetery shall assume no liability for damage to any casket, burial case or urn incurred in making the removal.
4. Charge for Services: The charges for the Cemetery services must be paid in full 48 hours in advance of the time of interment, disinterment or removal. The Cemetery reserves the right to refuse to do or allow to be done work of any character, including interments in or upon any lot until arrangements have been made for payment of any and all indebtedness due the Cemetery for work performed in or upon the lot.
5. Opening of Caskets: No person shall open a casket or urn within the confines of a Cemetery prior to burial, entombment or inurnment unless that person is next of kin to the deceased or has the written permission of the deceased's next of kin.
6. Permission: No disinterment and removal to another location within the Cemetery of a body or cremated remains will be permitted without the written consent of the personal representative of the deceased unless by a duly authorized public official. A disinterment will be made in the manner prescribed by the Laws of the Commonwealth of Kentucky. For any disinterment, a Funeral Director must be engaged to ensure compliance with relevant Kentucky laws

ARTICLE XIV – FEES, CHARGES AND PAYMENTS

1. Cost Schedule: The following cost schedule is in effect and applicable to the Cemetery. The payment of all fees and charges shall be made at the Cemetery Management Office where receipts and proper title will be issued for all amounts paid. All pricing is subject to change without notice. All sales are final.

Traditional Burial Space starting at	\$1,950 /ea
Traditional Cremain Burial Lots	\$675 / ea
Baby Land/Garden of Angels Burial Space	\$200 / ea
Lawn Crypt double occupancy lot	\$5,000/ double
occupancy	
Second Burial Rights	\$850
Interment – Ground	\$1375 to \$ 1,500
Interment – 1-2 years (under 36” in length)	\$200
Interment – Cremains (ground, niche, bench, etc.)	\$500
Interment Overtime Charge Saturday.	\$500 additional
Interment-Overtime Charge Monday-Friday after 3pm	\$100 per
hour	
Oversized Vault	\$200 additional

Monument Foundations \$450 (\$300 minimum)

Change of Records / Transfer Recording fee \$200 / each

Monuments and Markers Contact Cemetery for pricing

2. Minimum Payment: Unless by special promotion, a minimum payment of ten percent (10%) must be received **to reserve a lot.**

Lot prices will remain fixed during the payment term from the date of receipt of first payment so long as payments are timely received.

3. Installment Buying: two year (2), time payment finance terms are available, without credit verification, with the Cemetery for the purchase of one or more burial spaces. One (1) time processing fee of \$399.00 will be assessed for contracts placed on a payment plan.

4. Trading Up: Purchasers of interment rights may change their selection to property of equal or greater value at any time so long as there are no improvements made to the property. If the selection is to property of greater value, the purchaser will be charged the difference in price between the original purchase and the current cost of their new purchase plus a Change of Recording fee.

5. Condition of Sale and Use: Every lot or grave space is sold subject to the Rules and Regulations now in force or hereafter adopted.

6. Payment before Use: In the event a burial is to be made where the lot, mausoleum crypt, cremation niche, lawn crypt, interment, entombment, inurnment, vault or vault placement has been

purchased on installment, the balance of the purchase price plus any interest due of that lot, mausoleum crypt, cremation niche, lawn crypt, interment, entombment, inurnment, vault or vault placement must be paid in full 48 hours before a burial may take place. Installment payment, when received, will first go toward the payment of the grave space and then, when applicable, interment/entombment/inurnment, vault placement, vault purchase, foundation or marker. In the event a burial is to be made where the monthly installment contract is in default and a balance due remains, the current purchase or service price or charge, as adopted by the Cemetery, shall be the rate charged for Cemetery purchases or services. No offset for prior default is available.

7. Default: Cemetery lot Ownership records will not show that the lot has been purchased until payment is made in full for the lot. No monuments or markers will be allowed to be placed on the lot or space until complete payment is made according to the contract. In case the purchaser of said property shall fail to meet all payments within thirty days after the same are due the Cemetery, then the Cemetery may reenter said property and hold the same as its former estate. The Cemetery, thereupon, shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages.

ARTICLE XV – FUNERAL REGULATIONS

1. Cemetery Direction: All funerals, interments and inurnments within the Cemetery grounds shall be under the direction of the Cemetery Management.
2. Grave Location: Graves must be located by the family or its representative, with verification to be made by the Cemetery.
3. Outer Containers: Concrete or steel vaults are required for all traditional in-ground interments, and non-degradable containers are required for all cremations.
4. Hours of Operation: The Cemetery will be open for interments from 10:00 a.m. to 4:00 p.m. Monday through Saturday, except major holidays.
5. Notice: Notice of funerals with exact location of the grave must be given to the Cemetery Management at least forty-eight (48) hours in advance of the burial.
6. Charges: All charges made for grave spaces, burials, entombments, inurnments, removals or other services or activities shall be in accordance with the most recent schedule of charges established by the Cemetery. Opening/closing of a mausoleum crypt, cremation niche, lawn crypt, interment, entombment, inurnment, vault or vault placement shall be made 48 hours prior to the opening of the grave unless prior arrangements are made with the cemetery office.
7. After Hours Operation: An additional charge shall be made for any burial service in which the burial vault, mausoleum crypt or

columbarium niche is not sealed by 3:00 p.m. These additional charges are a part of the rate schedule adopted from time to time by the Cemetery. There will be an extra charge for all funerals on Saturday and processions arriving after 3:00 P.M. weekdays. Holidays include: Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

8. Open Casket: Once a casket containing a body is within the confines of the Cemetery, no funeral director nor his embalmer, assistant, employee, or agent shall be permitted to open the casket or to touch the body without the consent of the legal representative of the deceased or an order signed by a Court of Competent Jurisdiction.

9. Authority to Reschedule: The Cemetery Management may refuse to make an interment until a more expedient time if too many funerals are scheduled to arrive at the same hour or when the weather is prohibitive.

ARTICLE XVI – GENERAL SUPERVISION OF CEMETERY

All persons, vehicles and funerals within the Cemetery are subject to the control and order of the Sexton and his/her assistants.

ARTICLE XVII – HOURS OF OPERATION

1. Visitation Hours: The Cemetery will be open for visitation from sunrise to sunset daily.
2. Public on Cemetery Grounds: No person shall be allowed in the Cemetery after visitation hours without first securing permission from the Cemetery Management.

ARTICLE XVIII – INTERMENT

1. Compliance with Law: Besides being subject to these Rules and Regulations, all interments and removals are made subject to the orders and laws of the properly constituted authorities of the Cemetery, county and state.
2. Cemetery Compliance: All interments, disinterment and removals must be made at the time and in the manner and subject to such charges as fixed by the Cemetery.
3. Outer Container Structural Soundness: Every earth traditional interment shall be made enclosed in an outer container of concrete or steel; the structural design and installation shall be sufficient to withstand frequent and typical Cemetery equipment loads from above it.
4. Outer Container Performance: Cemetery is not responsible for approval or performance of outer burial container including permanency, durability, strength and sealability.

5. First Come, First Served: In joint tenancy, the first to die has the right of burial within the lots owned by joint tenancy; however, all joint tenants must agree on which burial right is used if multiple burial rights exist in joint tenancy.
6. Temporary Condition: When instructions regarding the location of an interment space in a lot cannot be obtained, or are indefinite, or when, for any reason, the interment space cannot be opened where specified, the Sexton 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 Cemetery shall not be liable in damages for any error so made.
7. Instructions: Detailed written instruction are desired by the Sexton, and the Cemetery shall not be responsible for any order given verbally or 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 where interment, disinterment or removal is desired.
8. Correction of Errors: The Cemetery reserves and shall have the right to correct any errors that may be made by the cemetery either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, including but not limited to, either by canceling such conveyance and substituting and conveying in lieu thereof, or the interment property 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 such 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 or transfer such

remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

9. Disclaimer of Liability: The Cemetery shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or when the Rules and Regulations have not been complied with; and, further, the Cemetery reserves the right, under such circumstances, to place the body in a receiving vault until the full rights of the parties have been determined. The costs of any such temporary placement shall be born by party seeking interment. The Cemetery shall be under no duty to recognize any protests of interment unless they are in writing and filed in the office of the Board.

10. Identity of Person: The Sexton shall not be liable for the interment permit nor the identity of the person sought to be interred.

11. Payment: No interment shall be permitted or memorial placed in or on any property not fully paid in each and every case.

12. Interments per Space: Unless expressly stated otherwise, each purchase of interment rights is for one body per single space only. Additionally interment rights sometimes may be available within a space for additional purchase, subject to the sole discretion and availability of space of the Cemetery. For additional purchase, in addition to one traditional burial, up to four cremains may additionally be placed in one plot except in the special areas designated solely for cremains where only one set of cremains may be placed in each plot. Only one vertical monument is allowed per burial space, and then, only where permitted by the

Cemetery. Additional cremain burials may be memorialized using flush surface monuments. For mausoleum crypts: (a) no more than one casket and one cremation urn or two cremation urns may be entombed in an individual mausoleum crypt, or (b) no more than two caskets and one cremation or one casket and two cremation urns or four cremation urns may be entombed in any companion mausoleum crypt. For lawn crypts: (a) no more than one casket and one cremation urn or two cremation urns may be entombed in a single depth lawn crypt, or (b) no more than two caskets and one cremation urn or one casket and two cremation urns or three cremation urns may be entombed in a double depth lawn crypt.

13. Human Restriction: No interment of any body, or the cremated remains of any body, other than that of a human being, shall be permitted in the Cemetery.

14. Records: The number of burial rights sold on any lot will be recorded on the burial certificate when the lot and interment rights are purchased.

15. Placement: No grave shall be placed in an irregular appearance with graves on the same or adjoining lots.

16. Owner Verification: All orders for interments in lots must be approved by the Owner of the lot or the Owner's legal representative. When this is impossible because of illness or other reasonable cause, fax or telephone permission will be accepted but will make the person calling responsible and any change of location made after the opening is begun shall be at the expense of the lot Owner. Should the lot Owner fail or neglect to make such

designation, the Cemetery reserves the right to make interment in accordance with normal Cemetery procedure. The Cemetery assumes no responsibility for any error in such location and an additional charge will be made for any change requested.

17. Mistaken Opening: If Cemetery management receives direction from a lot Owner or funeral home to open a grave site, and then a change is made after the site is opened, an additional charge will be assessed to the Owner or funeral home making the initial request.

18. Exclusive Service: Cemetery personnel or designated contractual services hired by the Cemetery will be the only workers permitted to open and close graves.

19. Prior Permission of Cemetery Required: No bodies shall be buried or interred within or on any lot in the Cemetery unless previous arrangements have been made with and permission given by the Cemetery.

20. Canopies: The Cemetery will provide a canopy (tent) for graveside use for an additional fee.

21. Unauthorized Cremains: The Cemetery disavows all responsibility and liability therefor, and the Owners, their next of kin, and all others using, knowingly or not, the Cemetery hereby waive any and all duty upon the Cemetery, and otherwise agree to hold the Cemetery harmless, including the cost of its legal defense and reasonable attorneys cost, arising from any unauthorized cremains in the Cemetery. Increasingly, cremains are divided, dispersed, made into jewelry, lost in whole or part, co-mingled, placed in caskets of others, scattered on burial locations of others, deliberately or clandestinely

disposed, legally or not, and otherwise handled in such a way as to render difficult or impossible an accurate accounting of their complete and final dispensation, often including the absence of appropriate next of kin authorization and control of the cremains. Any cremains, in whole or part, finding its way into the Cemetery absent an express pre-authorization and release by the prerequisite next of kin of the decedent to the Cemetery beforehand, whether placed allegedly with knowledge or not of the Cemetery, has no standing or rights, forevermore upon the Cemetery for anything arising from the unauthorized cremains, including but not limited to; memorialization thereof, disinterment or dis-inurnment, claim or liability asserted by its next of kin or others upon the Cemetery, acknowledgment in the Cemetery records, decoration rights, visitation rights, etc. All such unauthorized cremains finding their way into the Cemetery, by any means, shall be considered a criminal trespass upon the Cemetery by it, the person(s) who committed the trespass, and its next of kin thereafter as relates to the unauthorized cremains. The Cemetery, in the strongest expression of words possible, hereby disavows all responsibility, duty and liability arising from such unauthorized cremains in the Cemetery.

ARTICLE XIX – LOT SALES

1. Statute of Frauds: All lots sold and the use of such lots is subject to the Rules and Regulations of the Cemetery now in effect or any amendments thereto. Any statements of employees or agents, unless confirmed in writing by the Cemetery Management, shall in no way bind the Cemetery.

2. Pricing: Cost of Cemetery lots, perpetual care, burials and all Cemetery operations shall be set by the Directors.
3. Sales: All sales are final. No refunds are given.
4. Perpetual Care: Individuals purchasing Cemetery lots are advised that the perpetual care for these lots is to be paid at the time of the final purchase. Any monies paid to the Cemetery for the purchase of a Cemetery lot shall first be credited to the cost for the perpetual care as soon as the purchase is final.
5. Records: Descriptions of lots shall conform with the Cemetery plats which are kept on file in the Cemetery Office
6. Interment Rights Space: Burials shall be on lots of sufficient size to accommodate the burial. Size of lot shall be determined by Cemetery Management. In cremation burials, urns are permitted to be placed in the lot area occupied by a casket burial if sufficient space is remaining for the urn burial. Cemetery Management will make the determination if there is space remaining on the lot, and will determine where the urn is to be placed on the lot.
7. Certificate: A Certificate of Ownership shall be prepared for each sale of an interment right. The purchase of a plot or the issuance of a Cemetery Certificate does not transfer Ownership of property but is transferring the right of burial of human remains on that land.
8. Availability of Rules and Regulations: A copy of these Rules and Regulations is available to the public and to every purchaser of a plot(s).

9. One Interment per Space with Purchase: A single burial right per space for one human person is included in the purchase. Additional cremain burial rights may be purchased within each space and having only flush monument use.

10. Tree and Bench Memorials: Purchase of a plot beside or near an existing or proposed tree or bench location does not obligate the purchaser or preclude another from purchase of memorialization of that tree or bench.

11. Evergreen Memory Gardens will not buy back grave spaces. It is the responsibility of the owner or their rightful heirs to sell a grave space. It is the responsibility of the seller to determine who will pay the recording fee to the cemetery. The recording fee must be paid in full at the time of transfer.

ARTICLE XX – MATERIALS PERMITTED

All materials, markers, mausoleums or tombs shall be constructed of good natural stone from quarries approved by the Cemetery. No artificial stone of any description is permitted.

ARTICLE XXI – MAUSOLEUMS

1. Private Mausoleums: Mausoleums may be erected only on those lots as indicated on the Cemetery Plats as mausoleum or above ground vault sites. Cemetery lots not originally sold and designated as mausoleums or above ground vault sites cannot be used for such a structure, except by express permission of the Cemetery Management. The minimum size of a monumental lot upon which a mausoleum is to be erected shall not be less than two times the ground area to be occupied by the structure.
2. Plans and Specifications: The plans and specifications for a mausoleum or above ground vault shall be submitted to the Cemetery Management and the location on the lot approved before a permit for the erection will be issued. Building permits, if any, shall be the responsibility of the Owner to secure and provide copy of same to the Cemetery prior to construction. Sufficient time must be given to the Cemetery to have the plans of such structures thoroughly reviewed.
3. Approval: The Cemetery shall have the right to refuse a permit for the erection of any structure which in the opinion of the Cemetery Management is improper or not in harmony with other surrounding structures.
4. Endowment for Upkeep: Permanent arrangements for the endowment of a mausoleum or vault will be required from the Owner or the Owner's legal representative before a permit for the construction of the mausoleum can be obtained. The endowment must be sufficient to assure adequate funds for the upkeep and

maintenance of the structure and grounds based on present and projected costs. If permanent arrangements for upkeep are not provided, an endowment will be required sufficient for demolition costs in the event of disrepair or deterioration. The income from this Endowment Fund will be used exclusively to maintain and care for the mausoleum. The amount of the fund will be determined by the Cemetery's management, but will not be less than 10 percent of the total cost of the lot and structure

5. Removal of Neglected Mausoleums: Any mausoleum or vault which becomes unsightly or dangerous, through neglect by the Owner or lack of funds may be removed and the remains therein buried in the lot. The cost of removing the structure shall be taken out of the vault or mausoleum endowment fund and the balance returned to the persons entitled to the same. Underground vaults covered above the ground by slabs are permitted only on monumental lots.

6. Cemetery's Right to Enforce Rules: All endowment certificates for the maintenance of mausoleums or vaults will contain a clause that will give the Cemetery the right to enforce any rules adopted by it.

7. Access. Upon completion of any vault in the mausoleum, one key to each lock must be deposited in the Cemetery's office, to remain permanently in the custody of the Cemetery.

8. Separation of Crypts: All remains must be in separate crypts, which can be hermetically sealed to Cemetery regulations.

ARTICLE XXII – MISCELLANEOUS

1. Right to Correct: Should any memorial, mausoleum or tomb become unsightly, dilapidated, or a menace to visitors, the Cemetery shall have the right either to correct the condition or to remove it, at the expense of the lot Owner.
2. Monument Removal: No monument or marker shall be removed from the Cemetery, except by the Cemetery unless the written order of the plot Owner(s) is presented at the office of the Cemetery and permission granted by the Sexton.
3. Lot Forfeiture: Plots may be forfeited pursuant to the procedures specified in the Commonwealth of Kentucky Statutes.
4. Infractions: The Owner(s) of record, their legal representative or their heirs and assigns shall be notified by the Sexton or the Directors of any infractions of these Rules and Regulations in writing at their last known address. The Owner(s) or their representatives or heirs and assigns shall comply with the prescribed actions determined by the Board or Sexton to be necessary to correct the infraction.
5. Right of Correction: Planting, maintenance of lots, and placing of monuments contrary to the Cemetery Rules and Regulations will be corrected at the direction of the Cemetery at the Owner's expense.
6. Future Expectation: Future grave lots are to be laid out or not in such locations and sizes as the Cemetery shall designate.

7. Cemetery Powers: These rules shall not be construed to prohibit activities expressly authorized by the Cemetery.

ARTICLE XXIII – MODIFICATIONS AND AMENDMENTS

1. Exceptions: 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 these Rules and Regulations when, in its judgment, the same appears advisable; and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule.

2. Emergency: Emergency conditions may necessarily cause a labor and material shortage so that certain rules cannot be strictly enforced. To meet these conditions, the rules where necessary, will be temporarily modified or suspended. Such temporary modification or suspension shall in no way be construed as a waiver nor affect the strict enforcement of the rules upon the conclusion of the emergency.

3. Amendment: The Cemetery may, and it hereby expressly reserves the right, at any time or times, to adopt new Rules and

Regulations, or to amend, alter or repeal any rule, regulation or article, section, paragraph or sentence in these Rules and Regulations. All rules formerly adopted which are contrary to these Rules and Regulations are hereby repealed and declared to be no longer effective.

ARTICLE XXIV – MONUMENTS AND MARKERS

1. Pre-Approval: No Lot Owner shall erect or place, or cause to be erected or placed, on any lot in the Cemetery, any memorial in respect of which the Cemetery has not pre-approved. Failure to comply with the pre-approval process may result in removal of said memorial.

The supplier remains responsible for full compliance with all the cemetery rules and regulations. The Cemetery is not responsible for out of scale drawings, dimensional errors, vague photos and etchings, oversight in the cemetery review process, etc. The cemetery's review of the supplier's submittal is a courtesy only to the supplier and does not relieve the supplier of its full compliance duty to all the cemetery's rules and regulations.

2. Size: The maximum size of a memorial is governed by the size of the lot on which it is to be placed and is to be determined by the Sexton.

3. Flush, also known as Grass Markers: Markers shall be flush with the ground with a minimum of 4 inches in thickness.
4. Prohibited Materials: Markers made of wood, concrete, granite less than 4 inches thick, synthetic materials or glass are prohibited and are subject to removal without notice.
5. Damage: While the Cemetery will exercise all possible care to protect the memorial, or other structure on any lot, and the raised lettering, carving or ornaments on such memorial, or other structure, it disclaims responsibility for any damage or injury thereto. The Cemetery is not responsible for any damage to monuments or markers.
6. Right to Stop Work: The Sexton reserves the right to stop all work of any nature whenever, in his opinion, proper preparations have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when the monument dealer has been guilty of misrepresentation, or when any reasonable request on the part of the Sexton is disregarded, or when work is not being executed according to specifications, or when any person employed on the work violates any rules of the Cemetery.
7. Completion: The completed work is subject to the approval of the Sexton, and, if unsatisfactory, it may be removed by the Sexton
8. Name Inscribed: The name of inscription on each monument, vault, or marker, must correspond with the name and record in the office of the Sexton, and no changes shall be made thereon except upon request of the proper parties and by permission of the Cemetery.

A name on a monument is treated as a designation, so long as the monument exists. Decedent's names must face burial side.

Monuments with more than one surname must engrave all surnames in the same sized lettering. Names of decedent's buried within a single grave must be stacked one atop the other on a single-sized monument. Decedent's buried in two adjoining graves must utilize a double monument with names engraved side-by-side.

9. Supervision: All work shall be under the supervision of the Sexton

10. Foundation Required: All monuments must be placed with an appropriate footing at the head of lots. All monuments must be placed upon a base the type and construction of which must be approved by the Cemetery Management. The base must extend at least three inches beyond the end of the tablet on each side. All foundations must match the size (length and width) of the monument base.

11. Limitation on Monument: Only one raised monument per grave is permitted and to be located within 20" of the head of grave space.

12. Review Criteria: All monuments must meet with the approval of the Cemetery Management on all criteria of permanence and indestructibility, of style and of size.

13. Pre-payment of Lot: No monuments may be erected on a lot which is not paid in full.

14. **Unauthorized Work:** Any unauthorized memorial work will be removed from the grave until proper arrangements have been made at the Cemetery office. Any memorial work not approved by the Cemetery Management and not meeting the criteria set forth in this section shall be removed at the expense of the contractor.

15. **Multiple Burial Rights per Lot:** In the event that a lot is purchased for multiple cremation burials, only one (1) vertical monument per single lot is allowed, along with up to one (1) flush marker per single lot.

16. **Acceptable Materials:** Only granite or bronze will be permitted in all memorial work.

17. **Location:** Cemetery management will show the monument salesperson or monument company representatives, in person, where the marker is to be placed.

18. **Payment of Foundation:** If Cemetery personnel sets the foundation the company who sells the marker will be billed for same. The price of setting a foundation is set by the Cemetery.

19. **Outside Contractors:** Foundations may be set by others in accordance with Cemetery Rules and Regulations and the payment of the Cemetery an inspection fee. **Fee:** The Cemetery Management shall inspect all foundations prior to delivery of concrete. If any violations are found, said violations must be corrected prior to delivery of concrete. All cost associated with the foundation will be the responsibility of the contractor and not the Cemetery.

Unloading: Cemetery personnel will not help unload or place any markers for the salesperson.

20. Notice: All monument salespersons are to contact the Cemetery management before constructing or pouring foundations on any lot in the Cemetery.

21. Pre-payment of Work: Foundations will be placed by the Cemetery when the Cemetery has received payment plus approval for documents from the family for the work at least ten (10) days before the scheduled placement of the foundation.

22. Size Verification: It shall be the responsibility of the individual or company selling the monument to contact the Cemetery, to assure the size of the lot will accommodate the foundation.

23. Depth: The foundation shall be dug at minimum of 2' deep, the full width of the foundation.

24. Top of Base: The top of the base or foundation shall be level in all directions with its top at the highest ground elevation.

25. Prohibited Engravings: Mention on monuments, markers or otherwise that may be offensive to grieving families, safety, law, copyright, property, race, corporate advertisement, the cemetery in general, or encouraging of bad behavior, at the sole discretion of the Sexton, are prohibited. Such offending items include but are not limited to weapons, alcohol, drugs, nudity, speed racing, burnouts, gangs, clubs, emblems, logos, corporate art, confederate

flags, political slogans or statements, acts of destruction, crimes against property and profanity.

26. Colorants and Designs: Colorants used to enhance engravings are limited to white, gray and black. No objectionable designs will be permitted, subject to the sole discretion of the Cemetery.

27. Vases: All monument designs that include vases must abide by minimum base requirements listed below. Vases not part of a monument's original design must be pre-approved by the Cemetery prior to placement. A monument must have a minimum of 6" of base per vase to be considered for approval. No add-on vases are to be later adhered onto bevel or slant markers that were not part of the monument's original design. No vases on bevels or slants other than on a base. Vases must be attached to base of monument only.

*A die with Polish 2 or Polish 3 must have a minimum of 9" of base per vase to be considered for approval regardless of vase size.

*A 4×10 turned granite vase must have a minimum of 6" of base per vase to be considered for approval.

*A 6×10 turned granite vase must have a minimum of 9" of base per vase to be considered for approval.

*Any granite vases larger than 4" at its widest point must have a minimum of 9" of base per vase to be considered for approval.

*Vases, at their widest point, should have at minimum 1" of clearance from end of base to ensure proper protection of vases from machinery and maintenance.

28. Business Hours: All work in the Cemetery must be done during working hours

29. Benches: Granite bench memorials are available for purchase, including benches with cremain niches. Granite benches are permitted only if they are installed on a foundation in the space reserved for a bench or a monument. Benches will be considered a monument and will be subject to all rules applying to monuments.

30. Donated Benches: Benches of granite material shall be allowed to be donated to Cemetery for placement by the designated Sexton in areas which will provide for silent reverie and reflection. Such benches shall be near uniform in appearance and inscriptions shall have the prior approval of the designated Sexton. No form or type of advertising shall be allowed on benches.

31. Maintenance Duty: Grave Owners are responsible for the maintenance of their monuments.

32. Installation of Monuments and Markers: Those persons engaged in placing monuments and markers shall provide planking adequate to protect turf and shall remove materials and equipment immediately upon completion of work. The site shall be left in a clean, orderly condition.

33. Monuments and Markers for Cremains: Grave markers in the cremains section of the Cemetery shall be limited to flush markers only.

34. Monument Service Firms: Letter cutters, persons or firms who engage in the business of cleaning monuments (not connected with established retail dealers already on the approved list of Dealers), and all other persons or firms, must procure permission from the Sexton or official of the Cemetery before any work in the Cemetery is commenced.

35. Monument Firms: Workmen engaged in placing or erecting monuments and other structures, or grinding materials, shall, as to the Sexton, operate as independent contractors, but must do so under permission from the Sexton and must be under the general supervision of the Cemetery.

a. Monument Firms and their employees will abide by all rules and regulations of the Cemetery. Violation of any rule or regulation of the Cemetery may be sufficient cause for disapproval of the retail dealer.

36. Contractors' Insurance: All contractors within the Cemetery must first provide proof of general liability insurance to the Cemetery Management before performing work. If any company has an accident, damage any property, gets hurt, or hurts someone they shall be responsible.

37. Monument Setting: Persons engaged in erecting monuments, or other structures are prohibited from attaching ropes to monuments, trees and shrubs, or from scattering their material

over adjoining lots, or from blocking avenues or pathways, or from leaving material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition.

38. Responsibility for Damage: Damage done to lots, walks, drives, trees shrubs or other property, by dealers or contractors, or their agents may be repaired by the Cemetery and the cost of such repair shall be charged to the dealer or contractor or to his principal.

39. Equipment Holdover: No material machinery, or other thing for the construction of vaults, mausoleums, monuments, or other structures, or monuments themselves, may be brought into the Cemetery until required for immediate use; nor, under any circumstances, when a funeral is in progress; nor between Saturday and Monday morning; nor on a holiday; and no work shall be done during said time; nor shall said material be placed on lots adjoining the one on which such a structure is to be erected, without special permission from the Sexton.

40. Prompt Performance: Work shall proceed promptly until the erection of the memorial is completed.

41. Funeral Interference: While a funeral or interment is being conducted nearby, all work of any description shall not disturb.

42. Respect for the Grieving: Approaching the bereaved and soliciting memorial business within the Cemetery is not permitted.

43. Conformance to the Rules: Memorial dealers shall abide by all rules of the Cemetery.

44. Veterans Administration Medallions: Veterans Administration Medallions are not allowed in the cemetery. The Cemetery will not sign the Veterans Affairs VA Form 40-1330M for the placement of government medallion in a private cemetery. The Cemetery is not responsible for any unauthorized placement of VA Medallions in the Cemetery or the damage to the monument(s) which may result. The Cemetery is concerned for its families over the possibility of unauthorized installation upon another's monument, drilling and epoxy defacement of the monument, failure of the epoxy resulting in loss of the medallion, bronze theft possibility and other issues. VA headstones and other flat type markers are permitted with prior approval.

45. Notice: Monuments throughout the Cemetery may fall over and cause harm to persons and property if misused. Standard use and practice in the industry of monument installation is that monument pieces are often not physically connected together or to its foundation in any way, and even if caulk or adhesive was used by its initial installer its adhesion can and does fail over time. All monuments are the personal property and responsibility of the individual purchasing family and do not belong to the Cemetery.

Do not lean, sit, or stand on, nor pull against or otherwise exert lateral force of any kind against the Cemetery monuments at any time, as they are not designed for such and may fall over and do harm.

46. Safety: All upright monuments over two feet high must be able to withstand a force of 75 pounds when such force is applied at any point on the memorial. Such monuments must withstand this force when set in a dry mode (i.e. without the assistance of any adhesive material). Dowels (300 series stainless or equivalent) may be used to assist an upright monument in achieving the 75 pound minimum standard. The intended positioning of such dowels must be shown/stated on the contract requesting the installation of the monument. All portions of an upright monument must be sealed together with an appropriate sealing material and shall be sealed together in such a way as to provide an adequate level of stability.

47. Height: All upright monuments over two feet six inches in height (including the base) must be at least eight inches thick.

48. Depth: Any single monument orders received after March 1, 2020 that are more than 30 inches in height including base must be 8 inches in depth. All double monuments must be no less than 8 inches in depth.

49. Length: Maximum base length for an upright single monument on a single plot can be no more than 42" in length. Maximum base length for an upright double monument on two traditional plots can be no more than 78" in length.

50. Monument Approval/Foundation Order: All monument approval/foundation orders must include all of the following:

a. The order must be on your company letterhead and include type of monument (upright, slant, bevel, flat, etc.) along with base

dimensions (L x W x H). The order must be signed by the company representative ordering the monument and include a contact number.

b. The order must include a rendering of both front and back of memorial with complete dimensions of all components, including vases. If back is blank please note.

c. Type of granite must be specified.

d. Attach a scan of any photos or etchings that will be included on monument.

e. Please note if any materials besides granite will be used on the monument (porcelain, bronze, glass, etc.). Evergreen Memory Gardens does not allow the small VA bronze medallions on any monument.

f. You must have a current General Liability Insurance Certificate on file in our cemetery office, naming Evergreen Memory Gardens as a certificate holder. We will not process an order without this certificate.

g. Please include a check for the cost of the foundation. Our current rate is \$100.00 per square foot with a \$299.00 minimum.

h. We will inform the monument company when the foundation has been poured and it will be the responsibility of the monument company to call no more than 48 hours prior to planned delivery. This is required in order to work around funerals. Monument deliveries can be made with prior approval Monday through Friday

9:30am until 3:00pm. No weekend or after hour deliveries are allowed. NO trucks are allowed off the road without the approval and presence of a cemetery employee at the time of delivery.

i. For safety reasons, no families are to be invited or permitted to accompany a monument's installation process while the monument suppliers are installing new monuments.

51. Changes to Existing Monuments: Changes to existing monuments may only be ordered by an original owner other than a date of death engraving ordered by next of kin. No changes to existing monuments within the cemetery are allowed without the prior written permission of the Sexton. This includes but is not limited to: additional engravings, photos, alterations in color, additional vases, etc.

Any changes other than a date of death engraving or adding additional vases will require the stone to be picked up from the cemetery and changes made at the vendor's place of work. Exceptions may be made to this rule at the discretion of the Sexton and will be on a case by case basis.

Monuments changed without prior written permission from the Sexton will be subject to removal from the cemetery. Nonconforming monuments will be subject to removal from the cemetery.

52. Effective July 1, 2021, only temporary markers purchased from the cemetery are permitted in the cemetery.

ARTICLE XXV – PLANTINGS

1. Plantings: The planting of flowers, trees and other plants is not allowed within the cemetery unless approved by the Cemetery Management.
2. Previously Approved Plantings: Owners or heirs of lots that previously received approval to plant perennials by the Cemetery may retain their existing perennials. These plantings are legacies and exempt from current planting regulations. However, if such plants are neglected by owners or heirs of the lots, they shall be removed without notice at the discretion of Cemetery Management and the cost for restoring the lot will be charged to the Owner or heirs thereof.
3. Right of Removal: The Cemetery shall have the right to remove, without notice, grave blankets, trees, shrubs and flowers planted in violation of these rules. The Cemetery Management reserves the right to trim, cut down and remove any plantings by a Lot Owner which are undesirable, in the Cemetery's sole opinion, in their present condition. The Cemetery will remove all flower, trees, and shrubs, which have become unsightly or dangerous. When it is necessary to remove any trees on a Cemetery lot in order to make the lot usable, the Cemetery will remove the trees and the cost of removal shall be borne by the lot Owner.
4. Approved Containers and Grounds Maintenance: All real or artificial flowers or floral plantings must be placed in approved urns or containers. Cemetery personnel will not be responsible for flowers or plantings that may prohibit necessary grounds care activities.
5. Property Ownership: The Cemetery retains the full land Ownership rights for all memorial tree or shrub plantings, unless planted on a Lot

bought for burial right use. Should the tree or shrub be removed or die, the Cemetery retains the full right of use of the land associated with the prior planting.

6. Tree Memorials: Tree and shrubbery memorials are occasionally available for purchase, with memorial markers of standard size provided by the Cemetery. The Cemetery will consider donations of trees to be placed in a location chosen collectively by the donor and the Cemetery.

7. No Borders: No gravesite borders of any kind are allowed. Any such placed may be removed at the discretion of the Cemetery without notice.

8. Live Flower Planting: Flowers, trees and other plants may not be planted directly on the grave site at any time.

9. Flags: Veterans flags are to be set beside the monument only.

10. Hedges: Existing hedges will be removed whenever they become unsightly or encroach upon an adjoining lot or path.

11. Pruning: No deciduous tree or conifer shall be removed or pruned except under the direction and with the consent of Cemetery Management.

12. Mowing: The cutting of turf in any lot is prohibited.

13. Soil Conditioning: The spreading of fertilizer, ashes or other material on lots to stimulate the growth of grass will not be allowed. Application of any chemical or compound to control the growth of undesirable grasses or other plants is prohibited.

ARTICLE XXVI – PROPERTY RIGHTS OF PLOT OWNERS

1. Owner of Record: All lots, 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 or 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 hers, wife or husband at the time of such plot Owner's demise.
2. Divorce: A final decree of Divorce between them shall terminate such vested right of interment unless it shall otherwise be provided by such decree of divorce.
3. Joint Tenancy: Joint Ownership of burial rights is permitted. In all conveyances to two or more persons as joint tenants, each joint tenant shall have a vested right of interment of his or her remains in the plot so conveyed. Upon the death of a joint tenant, the title to the burial plot heretofore held in joint tenancy immediately vests in survivor or survivors, subject to the vested right of interment for the remains of the deceased joint tenant Owner. A vested right of interment as in this rule provided may be waived and shall be terminated upon the interment elsewhere of the remains of a person entitled thereto.
4. Change of Ownership: On the decease or transfer of the proprietor of a lot, when the lot is not specifically mentioned in his will, it is the duty of the heirs at law or buyer to notify in writing the

Cemetery as to the change of Ownership and their contact information of the remaining burial rights.

5. Location of Lots: Location of lots will be in accordance with the Cemetery master plan which is kept on file in the Cemetery office. The corner of each lot and the grave spaces will be laid out by the Cemetery Management. Grade lines of all lots and single graves are established before the lots or graves are sold and will not be changed thereafter.

6. Exhibits: Please see Exhibits hereto entitled, DECEDENT'S NEXT OF KIN and SUCCESSION for assistance with succession of Ownership of burial rights.

ARTICLE XXVII – PROTECTION FROM LOSS OR DAMAGE

1. Disclaimer: The Cemetery shall take reasonable precautions to protect plot 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 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.

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

3. Orders Given by Telephone: Under no condition will the Cemetery assume responsibility for errors in opening graves,

crypts or niches when orders are given by telephone. Orders by the funeral director for the opening of graves, crypts or niches will be construed as orders from the lot Owner.

4. Misrepresentations or Errors: The Cemetery will not be liable for misrepresentations or errors made by the person or persons purported to be the Owners, legal representatives or agents.

5. Right of Cemetery Self Help: Upon a Holder of burial rights', their successors', agents', guests', visitors', or suppliers' (collectively "Holder") failure to comply with the provisions of the Rules and Regulations, as may be amended from time to time, the Cemetery may freely enter upon the Lot and all improvements thereon at any time and take or cause to be taken such action as may be considered necessary at the Cemetery's sole discretion to cause compliance therewith, without liability unto the Cemetery or any of its respective successors, assigns, officers, employees, stockholders, directors, partners, agents, servants or contractors, or affiliates or related entities, from the Holder, or any other person or entity for trespass, theft, emotional distress or otherwise, and the Holder shall immediately, upon demand, reimburse the Cemetery or other performing party for all expenses incurred in so doing, including, without limitation, attorney's fees, and the Cemetery shall have a lien on that or other lots in the Cemetery owned by Holder and the improvements thereon to secure the repayment of such amounts.

6. Legal Costs: In the event of litigation relating to any subject matter involving the Holder's of burial rights, the Cemetery shall be

reimbursed for all of its reasonable attorney fees and costs resulting therefrom by said Holder(s).

7. Adjoining Lots: Lot Owners are liable for any damage to adjoining lots or other property in the Cemetery caused their agents by construction work on mausoleums, monuments, markers, etc.

8. Notice of Prosecution: Violations of the above Rules and Regulations shall be prosecuted as provided by law.

9. Vehicle Restrictions: It shall be unlawful to operate a motor vehicle within the Cemetery at a speed in excess of fifteen (15) miles per hour; all vehicles shall be restricted to the Cemetery roads and shall drive and park on the right side. No undue noise shall be permitted by vehicles traveling through the Cemetery and only licensed drivers may operate vehicles within the Cemetery grounds.

10. Sexton Authority: The Sexton reserves the right to exclude any or all vehicles from the grounds on Memorial Day, other holidays or when a special event requires exclusion due to public safety or private protection. The Sexton also reserves the right to exclude any vehicles that might in any way damage the roads within the Cemetery grounds.

ARTICLE XVIII – TRANSFER OR ASSIGNMENT

1. Transfer or Assignment: The Owner of a burial lot may, at any time, transfer this right to another person. No transfer or assignment of any plot, or interest therein, shall be valid until evidence thereof is provided to the Cemetery and the change of Ownership is recorded in the Cemetery's Records. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners.
2. The Cemetery may refuse to consent to a transfer or to an assignment as long as there is indebtedness due the Cemetery from the Owner so recorded in the records of the Cemetery.
3. Certificate Issued on Payment: Upon having made a lot selection and full payment of fees and charges the clerk will issue interment rights which will give a certificate of burial rights for the Cemetery lot. The sexton will then record the certificate in the Cemetery Records.
4. Right of Succession: The Owner of interment rights may dispose of same by will, subject to foregoing conditions. If the Owner dies intestate the interment rights will descend to his or her heirs according to the laws of descent.
5. Division of Burial Rights: The subdivision of interment rights is not allowed without consent of the Cemetery.

6. Form of Transfer: All agreements for the assignment of Cemetery interment rights must be in a format acceptable to the Cemetery. All terms and conditions for the assignment rights must be recited in the assignment contract: verbal agreements or representations will not be recognized. All said agreements must provide for payment to Cemetery as applicable.

7. Exclusions: The lot Owner or the Owner's legal representative may at any time designate in writing to the Cemetery Management who the Owner does or does not wish to be buried in the Owner's lot or grave. Such notice, if not witnessed by the Cemetery, shall be notarized by a Notary Public. Such designation may not be changed by subsequent Owners.

8. Power of Attorney: Power of Attorney to act for the Owner must be filed and recorded at the Cemetery office to become operative.

9. Trading Up: The Owner of an unused and unimproved burial lot may trade up for another lot in the Cemetery a previously purchased grave space for another grave space in the Cemetery, mausoleum crypt, lawn crypt or columbarium. The value of the traded burial right(s) shall be that as set out in the aforesaid Buyback Provision.

10. Recording Fee: The Cemetery may charge a recording fee for all change of Ownership recordings.

EXHIBIT A
DECEDENT'S NEXT OF KIN

1. This section is intended to assist families to understand their legal rights under the laws of Kentucky; however, because the laws are subject to change, construction of wills may be subject to interpretation, and the Cemetery is not a provider of legal services to the public, the Cemetery hereby disclaims the advice in this section and refers the families to outside legal counsel for a binding opinion.
2. The decedent's next of kin has the exclusive right to speak with authority on matters involving maintenance, disturbance or desecration of the decedent's burial space, its monument, wrongful burial, and disinterment.
3. The next of kin for purposes of this section ONLY is the following in descending order;
 - a. To the husband or wife of the decedent, the surviving spouse, the courts have given a "paramount right" to act and decide most matters relative to the rights of the interred; if there is none surviving, then
 - b. To his children and their descendants; if there are none, then
 - c. To his father and mother, if both are living, one (1) moiety each; but if the father is dead, the mother, if living, shall take the whole estate; if the mother is dead, the whole estate shall pass to the father; if there is no father or mother, then
 - d. To his brothers and sisters and their descendants; if there are none, then

e. One (1) moiety of the estate shall pass to the paternal and the other to the maternal kindred, in the following order:

(a) The grandfather and grandmother equally, if both are living; but if one is dead, the entire moiety shall go to the survivor; if there is no grandfather or grandmother, then

(b) To the uncles and aunts and their descendants; if there are none, then

(c) To the great-grandfathers and great-grandmothers, in the same manner prescribed for grandfather and grandmother by subsection (a); if there are none, then

(d) To the brothers and sisters of the grandfathers and grandmothers and their descendants; and so on in other cases without end, passing to the nearest lineal ancestors and their descendants.

f. If there is no such kindred to one of the parents as is described in subsection (e), the whole to go to the kindred of the other. If there is neither paternal nor maternal kindred, the whole shall go to the kindred of the husband or wife, as if he or she had survived the intestate and died entitled to the estate.

4. The burden of proof of who is the next of kin is on the person wanting to assert it.

5. Notwithstanding the above, a designee on the Funeral Declaration Form, pursuant to statute, may have superior rights over the next of kin to implement the burial wishes of the decedent.

SUCCESSION

Intestate (no will)

1. Dower Right: a dower interest consisting of one-half the marital interest in all real property owned at the time of death of the interred, which includes a Cemetery burial right immediately passes to the surviving spouse, if any. KRS 392.020.
2. The remainder of the burial rights in joint Ownership if there be a dower right interest or if there be no dower interest, then the entirety of the burial rights shall immediately pass upon death to the Next of Kin.
3. Next of Kin Succession Rights: The next of kin for purposes of this section ONLY is the following in descending order §KRS 391.010;
 - a. To his children and their descendants; if there are none, then
 - b. To his father and mother, if both are living, one (1) moiety each; but if the father is dead, the mother, if living, shall take the whole estate; if the mother is dead, the whole estate shall pass to the father; if there is no father or mother, then
 - c. To his brothers and sisters and their descendants; if there are none, then
 - d. To the husband or wife of the decedent; if there is none surviving, then

e. One (1) moiety of the estate shall pass to the paternal and the other to the maternal kindred, in the following order:

(a) The grandfather and grandmother equally, if both are living; but if one is dead, the entire moiety shall go to the survivor; if there is no grandfather or grandmother, then

(b) To the uncles and aunts and their descendants; if there are none, then

(c) To the great-grandfathers and great-grandmothers, in the same manner prescribed for grandfather and grandmother by subsection (a); if there are none, then

(d) To the brothers and sisters of the grandfathers and grandmothers and their descendants; and so on in other cases without end, passing to the nearest lineal ancestors and their descendants.

f. If there is no such kindred to one of the parents as is described in subsection (e), the whole to go to the kindred of the other. If there is neither paternal nor maternal kindred, the whole shall go to the kindred of the husband or wife, as if he or she had survived the intestate and died entitled to the estate.

4. The burden of proof of who is the rightful Owner is on the person wanting to assert it.

5. It is the duty of the rightful Owner(s) to provide notice to the Cemetery for its approval and records keeping of a change in Ownership by sale or succession of rights.

Testate (under a Will)

1. A specific gift or devise of burial rights shall properly pass to anyone by express statement of a Will.
2. In KY a general devise of a remainder of an estate often found in the closing of a will does NOT convey burial rights unless it mentions real property.
3. Burial rights immediately pass by intestacy outside of the will unless specifically mentioned in the Will or the general devise specially mentions real property.
4. It is the duty of the rightful Owner(s) to provide notice to the Cemetery for its approval and records keeping of a change in Ownership by sale or succession of rights.
5. Under property law, a right of property must be in writing. Without a writing, there is no transfer of property right, whether dealing with the initial sale or a subsequent transfer of the burial right to another (except in probate when transfer is often a matter of law).
6. A burial right is nondefeasible, however, multiple burial rights may be divided between the heirs by express agreement of the heirs.