

**Rules and Regulations**

of

*Evergreen*  
A Quiet Place

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# Purpose

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

2. The term “Cemetery”, as used in these rules and regulations is hereby defined to mean EVERGREEN, a cemetery incorporated and operated under the laws of the State of North Carolina.

3. The term “Owner” shall mean the owner of rights of interment.

4. The term “interment” shall mean cremation and inurnment, entombment or burial of the remains of a deceased person.

5. The term “memorial” shall mean any bronze marker or structure upon or in any lot or niche, placed thereon, or therein, or partially therein, for the purpose of identification or in memory of the interred. Also, the term “memorial” shall include bronze materials, hereinafter described, and provided same have the dimensions, hereinafter described.

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

6.(a) The term “monument” shall apply to monuments which are erected above the ground, such as a shaft, urn or other object and shall be made of granite or marble.

6.(b) Any person or Company providing services or merchandise within the boundaries of the Cemetery will do so within the Cemetery Guidelines and during normal working hours. Further, the Cemetery must be provided, in advance of any work to be performed, a current Certificate of Insurance for Worker’s Compensation, Automobile Liability, and Comprehensive Liability Insurance with limits acceptable to the Corporation for any and all work or services to be performed within the Cemetery Boundaries.

# Ownership

7. Interment rights shall be used for no other purpose than the burial of the human dead.

7. (a) Upon refusal of the Cemetery to permit interment because of the above rule, the Cemetery may refund to the Owner the original purchase price and the extent of the Cemetery’s liability shall be said amount. Upon the refund of this amount all interest of the Owner of burial rights in said rights shall revert to the Cemetery.

# Supervision of Cemetery

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

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

10. The Cemetery reserves, and shall have, the right to correct any errors that may be made by it either in making interment, disinterments or removals, or in the inscriptions, transfer, or conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or as may be selected by the Cemetery or, the sole discretion of the Cemetery, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date either on the memorial or on the container for cremated remains. The correction by the Cemetery, as allowed herein, shall acquit the Cemetery of such error and shall absolve the Cemetery of any liability therefore.

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

12. Automobiles shall not be driven through the grounds at a greater speed than fifteen miles per hour, and must always be kept on the right side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways, and are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral.

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

# Sale and Purchase of Interment Rights

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

15. Any and all transfers of any interment right, whether same be by conveyance or assignment of purchase contract, are subject to all rules and regulations of the Cemetery, which are now in full force and effect or which may be hereafter enacted. The Cemetery may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due the Cemetery from the Owners so recorded in the records of the Cemetery at the Cemetery Office. All transfers of ownership shall be subject to a charge of \$50.00, which charge must be paid the Cemetery when the transfer is recorded.

16. The subdivision of interment rights is not allowed without the consent of the Cemetery and no one shall be buried in any lot not having an interest therein except by written consent of the Owner of said burial rights or, if he or she is deceased, the next of kin interested in such burial rights and of the Cemetery.

17. All work on lots will be done by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise granted. All grading, landscape work, and improvements of any kind, and all care of lots, shall be done, and all trees, shrubs, and herbage of any kind shall be planted, trimmed, cut or removed, and all openings and closings of lots, and all interments, disinterments, and removals shall be made by the Cemetery.

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

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

20. No interment rights or contracts for the purchase of interment rights can be sold, assigned, transferred, pledged or hypothecated without the written approval of an Officer or Manager of the Cemetery.

21. All agreements for the purchase of Cemetery interment rights must be on the form approved by Evergreen and signed by an officer of the Cemetery. All terms and conditions for the purchase of interment rights must be recited in the purchase contract; verbal agreements or representations will not be recognized.

22. The Cemetery may exchange interment rights when desired by Owners, but not for interment rights of lesser value unless the Cemetery expressly and in writing waives such condition. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by reconveyance, if considered necessary, before any change is effected.

23. Each Owner is vested with the ownership of his or her interment right for the sole purpose of interment of human dead bodies. Under the regulations of the Cemetery the interment rights cannot be conveyed without the assent of the Officers, nor any use division, or improvements of them be made which the Cemetery prohibits, or may deem improper. The Owner of interment rights may dispose of same by will, subject to the foregoing conditions. If the owner dies intestate, the ownership of the burial rights will pass in accord with the laws of descent and distribution governing the estate of an intestate.

24. No conditional or partial transfer of burial rights and no sale of an undivided interest will be permitted, except to a person or persons who are already part owners, and the reason for the above provision is that the Cemetery cannot be responsible for carrying out the intent of the grantor. The right to use a burial space prior to the payment of all of the purchase price shall be governed by the provisions of the contract of sale.

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

26. No person other than the proper officers of the Cemetery shall be allowed to perform any work on any grave or lot within the grounds without a permit from the Officer or Manager.

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

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

## **Funeral Regulations**

29. Funerals after entering the gates, shall be subject to the direction of the Cemetery.

30. Notice of 16 working hours before the announced time of a funeral will be required. This provision is for the benefit of lot owners so that the burial space may be properly prepared.

31. Graves must be chosen by the family or its representative.

32. No disinterment or removal of a body will be allowed without the consent in writing of the surviving husband or wife and next of kin of the person whose body is to be disinterred or removed, together with a written permit, or order, for the same from the Owner, or his lawful representative, and the approval of the Company.

33. Remains removed from other Cemeteries must be accompanied by the proper papers as prescribed by law. Graves shall not be reopened for inspection after one week's interment, except for official investigation. In case of disinterment from single graves for removal of the remains from the Cemetery, no allowance will be made for the grave vacated, and a charge will be made for the disinterment. Charges may be ascertained by contacting the Cemetery office.

34. The Cemetery shall exercise the utmost care in making a removal, but it assumes no liability for damage to any casket, vault, crypt, or urn in making said removal.

35. The burial of two bodies in one grave will not be permitted, except when both bodies are in the same casket.

36. If, as and when no provision has been made for interment space and it becomes necessary to place the remains temporarily in the receiving vault, it may remain there, subject to the sanitary code. A deposit of not less than \$125.00 in cash shall be made to the Cemetery prior to entombment. Bodies not in a decomposed or offensive condition may be placed in the vault at all times, but the length of time they will be permitted to remain will in all cases be determined by the Cemetery. The Cemetery reserves the right of interment, whenever it may appear necessary. A diligent attempt will be made to notify the nearest of kin twenty-four hours in advance, but shall in no case prevent the cemetery from going forward with the interment.

37. Receiving vaults are designed chiefly for the temporary sagely of bodies placed therein, and at times contain many such bodies, hence for obvious reasons, it is deemed unwise for people to enter therein. The remains of any person who died of contagious disease will not be permitted in the vault, except when placed in a hermetically sealed casket. In case of doubt on the part of the Cemetery to the nature of the disease, satisfactory evidence from the attending physician or otherwise will be required.

## **General Regulations**

38. No dogs shall be permitted in the Cemetery, except seeing-eye dogs.

39. No person shall be permitted within the Cemetery on a bicycle or motorcycle unless specifically authorized on an individual basis.

40. Bringing lunches, beer or intoxication liquors within the Cemetery is strictly forbidden.

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

42. The Cemetery is not responsible for theft or damage to anything policed on graves or lots.

43. Only other containers for burial approved by the Cemetery will be permitted to be used.

44. Any person having a legal right to do so desiring to remove a body from a grave space of another must present a written permit signed by the owner for such removal, and also himself sign a request to have such removal made. These shall remain on file in the office of the Cemetery.

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

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

47. No person shall be permitted to enter or leave the Cemetery except during daylight hours and any person found on the grounds after dark will be considered as a trespasser.

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

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

50. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.

51. No money shall be paid the attendants at the entrance or on the grounds. The entire time of the person's regular employment on the grounds belongs to the Cemetery. Visitors and Owners must not otherwise engage them. All orders, inquiries and complaints must be left at the office.

52. All persons are reminded that the grounds are sacredly devoted to the burial of the dead and that the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton, injury, disturbance and disregard of the rules.

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

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

55. All work and all planting of any kind on all lots and graves is strictly prohibited. Cut flowers may be used at any time, provided same are in a vase approved by the Cemetery.

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

57. The Cemetery reserves the right to remove all flowers, potted plants, summer wreaths or baskets of flowers when they become withered, or for any other reason, and the Manager is ordered to make such removals when in his judgment it is to the best interest of the Cemetery.

## **Modifications and Amendment**

58. The Cemetery may, and it hereby expressly reserves the right, at any time or times, with or without notice to owners, to adopt new rules and regulations, or to amend, alter or repeal any rule, regulation or article, section, paragraph or sentence in these Rules and Regulations.

59. 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 Rules and Regulations when, in its judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such and shall not be considered as a waiver of the rights of the Cemetery as set out herein.

## **Memorial, Installation and Foundations**

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

61. The placement of a marker is not compulsory, due to the varying available sizes and selections of memorials, the Cemetery reserves the right to specify the size of memorials permitted in each garden. The Cemetery office will maintain a list of each garden and the size memorials permitted. A Care and Maintenance Charge will be made prior to installation of any specific memorial.

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

63. The marking of each lot, grave or graves, except as hereinafter provided is restricted and limited to flat bronze tablets, set flush with the turf, except in areas platted and specified for the sole use of upright monuments.

64. Written approval by a duly authorized agent of the Cemetery must be secured before any marker, memorial, or foundation may be delivered to the Cemetery for installation.

65. To preserve uniform beauty all bronze markers or memorials must meet the following specifications:

(a) Each casting shall be true, free from all weakening defects of any character, and also freed from minor defects and imperfections which would be visible from a distance of 3 feet. All exposed surfaces must be smooth; no sandlike roughness will be permitted. Each memorial shall be cast with integral bosses on the back in locations specified by the Cemetery. These bosses shall be drilled and tapped to receive 3/8" diameter anchor lugs of brass or bronze 6" in length, these anchor lugs to be supplied to the Cemetery with memorial.

(b) The Bronze Alloy Shall Consist of:

Not less than .....	87%	Copper
Not less than .....	5%	Tin
Not more than .....	2 1/2 %	Lead
Not more than .....	5%	Zinc
All other elements in total not to exceed ...	1%	

(c) The Cemetery shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by the Cemetery.

(d) All foundations shall be of the size and material specified by the Cemetery. All bases for memorials must be a minimum of 4" thick and have a sound bottom.

66. Memorials and foundations purchased through the Cemetery, and any other sources, will require an imminent care perpetual care charge to be paid by the Owner, in advance of installation. This fee is based on the Square Inch Size of the memorial, and shall be determined by the officers of the Cemetery and is subject to change without notice. The Cemetery reserves the right to remove any memorial placed in the Cemetery until appropriate permits have been processed and all charges for administrative, imminent care and perpetual care have been paid.

(a) The Corporation defines Care and Maintenances such as but not limited to:

- (1) Removal of floral arrangements when becoming dirty or unsightly.
- (2) All work reasonable to insure a good general appearance of the marker, including trimming grass, Cleaning and cleaning our vase receptacle as required.
- (3) Realigning and leveling of markers when necessary.
- (4) Resetting of marker caused by ground swell or freeze as required.
- (5) Assume responsibility of reasonable repair or replacement if damaged beyond repair.
- (6) Recording of required administrative information in records of the Cemetery.

67. Installation of markers and foundations is defined by the Corporation such as but not limited to:

- (1) Recording of required administrative information in records of Cemetery office.
- (2) Locating and surveying location of marker foundation placement in accordance with specifications.
- (3) Aligning of marker and foundation with existing memorials and foundations in accordance with specifications.
- (4) Placement of marker and foundation at proper level and alignment with specifications.
- (5) Removal to specified area all excess dirt from excavation, complete clean-up of lots surrounding placement area, repair of any property damage to surrounding area of placement, clean up of . marker and foundation installed.
- (6) Compete final inspection of finished work.
- (7) Specifications are available at the office of the cemetery.

(a) Memorials and foundations installed by other sources must operate within Cemetery Guidelines and Specifications while working within the Cemetery Boundaries.

(b) The Cemetery reserves the right to locate and properly identify the lot location for placement of the memorial and foundation and record administrative information in the records of the Cemetery to be installed by sources other than the Cemetery employees. A reasonable set fee must be paid to the Cemetery Corporation, in advance, and this fee is posted in the office of the Cemetery and is subject to change without notice.

(c) The Cemetery Reserves the right to inspect the completed work as outlined and make the determination if work was performed completely and in accordance with Cemetery's guidelines.

(d) A 24 hour advance notice of actual work to be performed is required by the Cemetery. Work will be performed at a mutually agreed time.

(e) Outside Installer must furnish documentation of said memorial and foundation to Cemetery for record keeping purposes prior to installation.

(f) No memorial or foundation shall be installed without authorization of the proper owner or owners of record.

(g) The Cemetery Corporation will not be responsible for any defects, errors, omissions, or future lettering or scrolls for any memorial purchased from outside sources.

(h) Memorials and foundations installed by sources other than the Cemetery Corporation, the Installer must submit to the Corporation, in advance, a current Certificate of Insurance for:

- (1) Worker's Compensation.
- (2) Automobile Liability Insurance – Comprehensive automobile liability insurance covering owned, non-owned, borrowed, and hired vehicles. Minimum coverage of each occurrence of bodily injury and property damage required in amount of \$200,000.
- (3) Comprehensive Liability Insurance – Standard comprehensive general liability insurance premises operation, contractual liability, products, and completed operations is required. Minimum coverage of each occurrence of bodily injury and property damage required in amount of \$200,000.

(i) The Cemetery shall be indemnified in the following manner: The outside installer shall be responsible for all liability arising from or by reason of the acts of its employees' work at the Cemetery. The installer agrees to indemnify and save harmless the Cemetery and defend any suit that may be brought against the Cemetery, including those of bodily injury, property damage, or negligence which occurs due to actual or alleged charges in connection with performance of and arising from acts of the installer, his employees, agents, subcontractors, or general supervision by the Cemetery, except for injury or damage resulting from the sole negligence of the Cemetery. Installer shall execute such indemnification agreement prior to any work being done.

(j) The Cemetery is to be notified by the Installer's insurance carrier, 30 days in advance, of any cancellation or material changes made in the Installer's coverage.

68. In the event a marker or memorial of theretofore uninstalled size or shape is approved by the Cemetery, the Owner shall pay the fair and reasonable cost of the special form required to construct the foundation for such marker or memorial, and the charge for service, or installation, or continual care shall be by special arrangement with the Cemetery payable in advance of the work to be done. These charges are based on the square inch size of the total area.

69. Temporary markers supplied by funeral homes will be permitted for 30 days after the interment, or until a permanent bronze memorial is installed when ordered within this 30 day period.

## **Continual Care**

70. The purchase price of all interment spaces sold and to be sold in the Cemetery includes a deposit for continual care, which amounts are delivered to local trust companies for administration. This shall not include maintenance, repair or replacement of any memorial under any circumstance; nor the repair or replacement of buildings, structures or other property when damage is caused by vandals, thieves, acts of God, Common enemy, riots, or by the order of any military or civil authority, or acts beyond the control of the Cemetery.

## **Continual Care of Memorials**

71. This continual care includes maintenance, repair and/or replacement of any flush memorial in the Cemetery. This shall not include repair or replacement of such memorials when the damage or destruction is caused by vandals, thieves, acts of God, Common enemy, riots, or by the order of any military or civil authority, or by acts beyond the control of the Cemetery. The Cemetery shall not be liable to expend for the maintenance and repair of markers any amount except the income from the care fund, which care fund is created for the purpose of maintaining memorials. In other words, if the income from the care fund is not sufficient to make all repairs in any one year, then the Cemetery shall not be charged with the duty of expending for the maintenance of said Memorials any amount in excess of the income from the care fund.