

EVERGREEN HILLS MEMORY GARDENS

P. O. BOX 332
GLENWOOD, IL 60425
(708) 756-5994 toll free 1-800-755-2121
FAX (708) 758-5669

CEMETERY RULES AND REGULATIONS, *REVISED MARCH 5, 2005*

In our commitment to provide a more pleasant atmosphere to the general public and continually improve the Cemetery's appearance, the Cemetery Authority has revised the rules and regulations to read as follows.

1. When purchasing an Interment Right, the family is only purchasing an *Easement Right of Burial*; this does not include any real estate. SAID PURCHASE IS SUBJECT TO ALL OF THE RULES AND REGULATIONS OF THE CEMETERY AUTHORITY (PAST, PRESENT AND FUTURE.)
2. The cemetery reserves the right to approve all memorials, monuments, markers, flowers, decorations or other embellishment in the cemetery.
3. Application (with drawing) of any memorial or monument to be placed in the cemetery must be signed by the Internment Right Owner and approved by the Cemetery Authority. Only memorials and monuments approved by the Cemetery Authority are permitted in the cemetery. No homemade memorials or monuments will be permitted. Only cemetery staff trained for identification of the burial site and proper foundation procedures will install memorials or monuments. Any unauthorized installation of a memorial or monument will result in the immediate removal from the cemetery and the memorial or monument will be discarded without notice to the lot owner or their heirs or assigns. The cemetery assumes no liability for unauthorized memorials or monuments.
4. Cemetery reserves the right to determine the appropriate foundation size, depth and placement as needed to accommodate present and future interments in the cemetery. Existing monument foundations obstructing the facilitation and preparation of an interment will be required to be removed and discarded. The interment right owner, monument owner or their heirs and assigns will be responsible for any and all equipment and labor charges in order to remove and dispose of the existing foundation in order to accommodate preparation of the burial. Construction of the replacement foundation for the monument will additionally be at the expense of the lot owner, monument owner or their heirs and assigns and must be paid prior to preparation of the burial. *No*

future foundation demolition, disposal, removal or replacement or re-construction costs may be "pre-paid" as a future expense and are the responsibility of the lot owner(s), their heirs and assigns.

5. Gravesites are located by the placement of proper memorials or monuments paid for by the family, interment right owner or next of kin. Internment Right Owners' must notify the Cemetery Authority immediately after placement of any memorial or monument of any error in placement so that said error can be corrected.
6. All work that can be performed by cemetery personnel shall be so done, in agreement with the cemetery workers.
7. All photocopies, maps, Deeds, Affidavits of Heirship, Quit Claim Deeds, Annual Care or Endowed Care Fees are to be paid for by the Internment Right Owner or family member unless designated otherwise by the Cemetery Authority.
8. Pursuant to the Illinois Cemetery Protection Act, the cemetery has and reserves the right to correct any error that may be made by its employees or personnel in the location of or placing of a memorial or monument in the cemetery; or in the location or interment of remains or cremated remains in a gravesite in the cemetery. In order to replace a gravesite that cannot be occupied for any reason the Cemetery Authority will allow re-selection of another available space within the cemetery at no additional cost. Internment Right Owner must notify Cemetery Authority within **thirty (30) days** of any installation of a memorial or monument if they believe an error has been made.
9. Internment and Inurnment Right Fees must be paid in full before memorial or monument work is installed or interment can be made unless otherwise authorized by the Cemetery Authority. Cemetery Authority has the right to remove any marker or monument that is not fully paid for at the time purchaser defaults on any purchase agreement between the Cemetery and the purchaser at the sole expense of the purchaser or Internment Right Owner.
10. Monuments, markers and memorials are the personal property of the individuals who purchase or erect them. The cemetery assumes no liability for their care and maintenance; unless a specific written agreement has been established to provide for this. Cemetery insurance does not cover privately owned memorials and monuments or damages as a result of vandalism or Acts of God/Nature. Cemetery is only responsible to replace or repair portion of stone or memorial if damaged by cemetery personnel, or to refund money paid (less depreciation) as the Cemetery Authority decides.

11. While a funeral or interment is being conducted nearby, cemetery reserves the right to stop all work of any description. All visitors, when requested, shall move their cars out of the way of a Funeral Procession or be subject to expulsion from the grounds. No person who is not a part of the funeral procession shall interfere with the mourners or service in any way.
12. Should any memorial become unsightly, dilapidated, or a menace to visitors, the cemetery shall have the right to either correct the condition or to remove the same at the expense of the Internment Right Owner at the sole discretion of the cemetery.
13. Cemetery Authority has the right to temporarily move or drive over any monument or memorial for access to a gravesite in preparation for interment, filling of graves, resetting a vault or Outer Burial Container that has shifted into another persons Internment Right Area; *WITHOUT NOTICE TO ANY INTERNMENT RIGHT OWNER OR FAMILY MEMBER.* Damage caused to memorials and foundations moved within a burial space being opened for interment at the lot owners request is at the lot owners risk. Memorials and monuments are private property and we are being asked to move them to facilitate the burial. Severe damage or destruction of a marker, monument or foundation should be discussed with the Cemetery Authority.
14. ***NO PEDDLING, SOLICITING OR LOITERING IS PERMITTED IN THE CEMETERY.*** This includes interfering with or solicitation of any mourners or family members in any way. (Illinois Cemetery Protection Act)
15. Deeds are issued only to those who pay for Internment Rights in a Lot or Section and are separate of additional expenses, including, but not limited to: opening and closing fees, outer burial containers, memorials, monuments, foundations, installations fees and record keeping fees. All present Deeded Internment Rights are to be sold with Care.
16. No deeds will be issued or valid on the purchase of ROW BURIALS, ECONOMICAL PACKAGE BURIALS OR INDIGENT BURIALS.
17. All interments are to have proper casket protection (**OUTER BURIAL CONTAINERS**). Cemetery Authority does not guarantee any container as being waterproof or water resistant in any manner whatsoever. Internments scheduled are subject to adverse conditions, such as heavy snow, frozen ground, flooding, or equipment failure that may restrict or prohibit the burial for the

scheduled time or day. Cemetery Authority reserves the right to re-schedule any interment for reasons stated above.

18. Anyone trespassing on Cemetery Grounds after hours and subject to arrest.
19. The entity or person(s) named in the Title to the Deed of said Evergreen Hills Memory Gardens Cemetery or appointed by the stockholders of same shall be considered the CEMETERY AUTHORITY, and the entity in charge of writing or revising the Rules and Regulations exclusively
20. All easements are owned by the above said corporation and may from time to time be eliminated and may be deemed as usable for burial purposes. This shall include road and walkway easements. The decision to change or eliminate any such easement shall be at the sole discretion of the Cemetery Authority.
21. All roads, buildings, tools and equipment are the property of the Corporation and it is expressly stated that no Internment Right Owner has any interest in said property or real estate of the Corporation, unless so designated in a purchase agreement between the Corporation and the Trust of the Care Funds, and paid for from the Interest of the Fund.
22. All Annual Care must be current in order for maintenance work to be done or any interment to take place in any grave billed under Annual Care.
23. Internment Right Owners and their heirs are responsible for their loved ones remains in the event of vandalism or natural disaster (such as flooding) to pay for re-interment of said remains in the proper gravesite or mausoleum; and any rebuilding fees required.
24. The Cemetery Authority maintains the right of deciding whether or not a grave side service can take place or if a mock site is necessary during inclement weather or to accommodate a safer location for those attending the service.
25. New Rules and Regulations may be implemented from time to time for the benefit of all low owners for the beautification and operation of the cemetery.
26. **The cemetery allows no plants, bushes, trees or shrubbery of any kind to be placed by anyone but the cemetery. Cemetery grounds workers will remove any such plantings and discard the same.**

27. Decorations and flowers are allowed on a limited basis however; they will be removed at the cemetery's sole discretion, as they are not meant to be permanent and are placed at the mourners own risk. Cemetery assumes no responsibility for any decoration placed on the burial sites. All decorations will be removed and discarded at a **minimum** of Spring and Fall cemetery clean-up. The cemetery assumes no liability whatsoever for discarded decorations at any time.
28. Parking or driving on the grass or cemetery grounds is strictly prohibited.
29. No *GLASS, CLAY, PLASTIC or STONE JAR CONTAINERS of such construction; or any other hazardous material* shall be permitted, and will be removed and discarded.
30. Unleashed pets are not allowed. Any pet causing a disturbance will be restricted from the cemetery. The pet owner must clean up any pet "droppings" or the pet will be restricted from any future visit to the cemetery.
31. **ABSOLUTELY NO FIREARMS OR WEAPONS OF ANY KIND ARE ALLOWED ON THE CEMETERY GROUNDS.** Law Enforcement will be contacted immediately upon discovery of any such contraban. Violators will be prosecuted.
32. All "Lot Owner" internments require written consent of the interment right owner or their assigns and in some instances a physical identification of the burial site prior to preparation. Cemetery reserves the right to require thirty-six (36) hours notice for preparation of the burial site and as deemed necessary, the cemetery reserves the right to physical inspection of the interment right by the interment right owner or their assigns prior to the preparation of the burial site for interment. Failure to comply with above will relieve cemetery authority from any liability for grave selection or manner of burial.
33. Any Public gathering; religious or otherwise must be approved in writing by the cemetery management prior to the date of the activity. Any such gathering shall not interfere with any burial service or visitation by any mourner.

CEMETERY PROTECTION ACT (765 ILCS 835/1c)
provides for the removal of anything placed in the cemetery.....that in the judgment of the Cemetery Authority has become wrecked, unsightly, or dilapidated.

CEMETERY PROTECTION ACT (765 ILCS 835/1f)
provides that ANY PERSON WHO KNOWINGLY ENTERS OR
KNOWINGLY REMAINS UPON THE PREMISES OF A PUBLIC
OR PRIVATE CEMETERY WITHOUT AUTHORIZATION
DURING HOURS THAT THE CEMETERY POSTED AS CLOSED
TO THE PUBLIC.... IS GUILTY OF A CLASS 'A'
MISDEMEANOR.

PLEASE VISIT THE BUSINESS OFFICE AT 18301 GLENWOOD-THORNTON ROAD, GLENWOOD, IL FOR
ASSISTANCE OR CLARIFICATION DURING NORMAL BUSINESS HOURS.