

NO LOITERING ON GROUNDS: Strangers, not guests of parties having Interment Rights or Park management, shall not be permitted to sit or lounge on any of the grounds, graves or fences within the Park or in any of the Park buildings.

LOUD TALKING: Loud talking or music shall not be permitted on the Park grounds. The use of profane language is forbidden.

VISITORS: Visitors are welcome on the Park grounds during daylight hours, however staff will only be available during regular work hours, Monday thru Saturday, 9am to 5pm. The Pre-need areas in the Garden of the Pines may be visited only by appointment and when accompanied by the Park Superintendent or other authorized personnel.

SMOKING: Smoking is not allowed in any structures of the Park grounds.

DOGS: Dogs shall not be allowed in the Park grounds or in any of the Park buildings. The owner or keeper of any dog which trespasses upon the Park grounds shall be liable for any damage done by said dog. The Park shall not be liable for any damage done by said dog. The Park shall not be liable for any damage done by dogs or other animals and does not assume responsibility for keeping dogs or other animals out of the Park grounds. Any dog that harasses wildlife or stock animals may be destroyed at the discretion of the Park Superintendent.

HORSES: Horses or other animals shall not be allowed in the Park except by written permission by the Park Superintendent.

STATEMENT OF AMENDMENTS

The Park reserves the right to change or alter in any way any of the rules and regulations listed herein at any time. If a court of competent jurisdiction finds invalid any particular point in this list of rules and regulations, it does not nullify the rest of the rules and regulations listed herein.

EVERGREEN MEMORIAL PARK

RULES & REGULATIONS

26624 N. Turkey Creek Rd.
Evergreen, CO 80439
(303)674-7750
Fax: (303)674-9052

These Rules and Regulations are adopted as the RULES AND REGULATIONS COVERING EVERGREEN MEMORIAL PARK, and are for the mutual protection of all lot/niche owners, and the Park owners, operators, administrators and employees, and to insure the Park a uniform and permanent beauty.

All lot/niche owners, visitors, Park employees, persons working directly or indirectly for lot owners and all lots sold shall be subject to these Rules & Regulations, and subject further, to such other Rules & Regulations, amendments or alterations as shall be adopted by Evergreen Memorial Park from time to time; and the reference to these Rules and Regulations in the Deed for Interment Rights to lots shall have the same force and effect as if set forth in full therein.

OWNERSHIP AND MANAGEMENT

OWNED BY EVERGREEN MEMORIAL PARK, INC., 26624 N. Turkey Creek Road, Evergreen, Colorado.

Evergreen Memorial Park, Inc., is a corporation duly formed in the State of Colorado.

CONTROLLED BY ITS BOARD OF DIRECTORS: The Board of Directors of Evergreen Memorial Park, Inc., has the right of general control of the Park in all matters, whether or not they are specifically covered by these Rules and Regulations.

MANAGED BY THE PARK SUPERINTENDENT: The management of the Park shall be under the direction of the Park Superintendent, who in turn shall be responsible to the Board of Directors for direct and complete supervision of the Park in all matters.

PARK SUPERINTENDENT IN CHARGE OF ACTIVITIES WITHIN CONFINES OF PARK GROUNDS: The Park Superintendent shall have complete supervision of all activities within the confines of the Park grounds.

OFFICE OF THE PARK SUPERINTENDENT TO BE BUSINESS OFFICE OF THE PARK: All applications for use of grounds for weddings, funerals, activities, purchase, transfer, assignment or repurchase of cemetery lots; interment and disinterment orders; foundation and monument permits; perpetual care or special permits of any kind must be made at the Office of the Superintendent. Only this office is empowered to approve property use or receive any and all monies or payments and to issue receipts for the same in any and all transactions involving Park property or services.

INTERMENTS AND DISINTERMENTS

The Park reserves, and therefore has the right to correct any errors that may be made by it either in making interments, entombments, inurnments, disinterments, disentombments, or disinurnments, or in the inscriptions, transfer, or conveyance by substituting and conveying in lieu thereof, other rights of interment of equal value and similar locations as far as possible, or as may be selected by the Park, or in the sole discretion of the Park, by refunding the amount of money paid on account of said purchase. In the event of any such error, no right of action against the Park or any of its officers, directors, shareholders, employees, or agents shall accrue to any person unless such error shall have been the result of willful or malicious misconduct. In the event such error shall involve the interment of the remains of any person in such property, the Park reserves, and therefore has, 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 Park reserves, and therefore has, the right to enter upon any and all lots for the

All markers set by the company that sold the marker will have to do so according to the rules governing marker placement for each individual Garden. The space that the marker is to be placed will be laid out by the Park Superintendent. There will be a charge assessed by the Superintendent for either locating and/or inspecting the set marker with a minimum charge of one hour. A \$2,000 bond issued in favor of Evergreen Memorial Park must be furnished to cover any damage that might be caused by the said contractor. In addition, a 10% endowment care deposit will be required before the marker will be allowed.

CONTRACTORS OR SUBCONTRACTORS: Evergreen Memorial Park reserves the right to examine any contractor or subcontractor to insure sufficient skills and equipment to perform stated tasks at a level of efficiency acceptable to the Park.

WATER: Hydrant water is for irrigation and no guarantee is made as to potability. Therefore, there are no drinking water provisions in the Park. Although the Park will attempt to water all new or replaced sod, there is no assurance that water, either in quality or quantity, is available to prevent native grasses from turning brown. In fact, the natural environment is quite arid and not accustomed to irrigation, so tree selection should be determined by this fact.

SNOW REMOVAL: Although the Park shall use best efforts to plow snow promptly, no guarantee is extended that the roads will be passable at all times. Inquiries as to access in the Park may be made with the Park Superintendent.

USE OF PARK FACILITIES

USE OF UNDEVELOPED AREAS OF PARK BY ANY GROUP: Prior permission must be granted by the Park Superintendent for any use of the Park grounds. It may not be used when the ground is soft and wet due to snow or rain. No climbing or playing is allowed on structures, pillars, fences, features, trees, cabins, entrances, equipment, etc. Nothing is to be thrown in the pond or at anything. No wading or swimming in the pond. Cars are to be driven on established graveled roads. No cars are to be driven or parked on grass areas. No activity or loud noise is to be present during a funeral service (usually lasting 15-20 minutes).

Athletic team practices are to have adult supervision at all times. No player or non-participant is to be at the Park without supervision. The coach must take responsibility for picking up all litter (i.e., tires, paper cups, bags, orange peels, pop cans, practice equipment, etc.) as a result of practices, and deposit it in proper receptacles. Each individual team coach is responsible for the behavior of the players and non-participants, and proper parking of cars, not the Association, League or Park.

CONDUCT OF PERSONS WITHIN PARK

CHILDREN: Children under fifteen (15) years of age shall not be permitted within the Park or its buildings unless accompanied by proper persons to care for them.

REMOVAL OF FLOWERS, ETC., FORBIDDEN: All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubs or plants, or feeding or disturbing fish, buffalo, elk, deer, birds, or other animal life within the Park, except by permission of Park Superintendent.

REFRESHMENTS: No person shall be permitted to have alcoholic beverages or illegal drugs within the Park grounds.

In the upright marker areas, the area of the face of the memorial shall not exceed twenty percent (20%) of the area of the lot. The length of the base of the memorial shall not exceed seventy-five percent (75%) of the width of the lot. The width of the base of the memorial shall not exceed twenty percent (20%) of the length of the lot. Any stone marker or memorial shall have a thickness of at least five inches.

In flat marker sections(Garden of The Cross, Garden of The Pioneers and Garden of The Pines), grave markers shall be of one piece of approved bronze and shall not exceed the size of the grave space allowing for a four-inch border of grass on the grave.

The bottom surface of all monuments or markers shall be level and true.

While the Park will exercise due care to protect raised lettering, carving or ornaments on any memorial or other structure on any lot in the Park, it disclaims responsibility for any injury thereto.

No coping, curbing, hedging, grave mounds, borders, enclosures of any kind, or walks of any kind shall be allowed to be built or placed on any lot in the Park. The Park reserves the right to remove the same without recourse, if so planted, erected or placed.

The use of tiles, bricks, and gravel, crushed rock, oyster shell, cinders, or other materials on any lot in the Park is strictly forbidden. Any of these used may be removed by the Park without notice to the Interment Rights lot owner.

Temporary markers or ornaments shall not be used, except as set by the Park.

Marble markers or monuments shall not be allowed, except by special permission from the Park Superintendent.

All markers and monuments in Garden of The Cross, Garden of The Pioneers and Garden of The Pines shall be flat bronze memorials, unless approved by the Park Superintendent in writing. All primary monuments in Garden of the Cross Upright shall be upright.

DESIGN, FINISH AND WORKMANSHIP: The Park Superintendent shall have the power to reject any plan or design for any memorial which on account of size, design, inscription, or kind or quality of stone, in his opinion, is unsuited to the lot on which it is to be placed.

FOUNDATIONS

Applications for foundations shall be made by the burial space owner of record or his representative at the Park Superintendent's office. All charges for the foundation shall be paid at the time the application is made. In addition, no monument or marker shall be delivered to the Park until these charges have been paid. No monument or marker shall be delivered to the Park, or set, until all outstanding debts owed to the Park have been paid. No foundations will be set from November 1st to May 1st or during freezing weather.

All markers or monuments bought at places other than at the Park will be subject to a charge for foundation, setting and perpetual care. These charges will be identical with those placed on the cost of the markers purchased from the Park. Perpetual care will be 10% of the total cost of the bronze and foundation.

purpose of correcting errors; maintaining the grounds, compacting the soil, replacing the sod, including necessary spraying and tree removal; opening and closing of graves, crypts, or niches; installation of memorials, foundations, vaults, lawn crypts, mausoleum crypts, and niches. The Park shall also have the right to correct any errors made by placing an improper description including an incorrect name or date on any memorial.

The Park shall not be liable for damages to any body, casket, burial case, or urn occasioned during any interments, entombments, inurnments, disinterments, disentombments, disinurnments, and removals except if such damage shall have been the result of willful or malicious misconduct.

The Park requires that all remains of deceased persons be contained in a properly authorized casket or container upon arrival at the Park for interment, entombment, or inurnment. The Park specifically requires that all remains of deceased persons be embalmed if said remains are to be entombed in any mausoleum in the Park. The Park specifically reserves unto itself the right to approve and regulate all caskets, urns, containers, or vaults to be used for interments, entombments, and inurnments.

Once a properly authorized container containing the remains of the deceased is in the confines of the Park, the Park reserves the right to refuse permission to open the casket or to touch the remains except with the consent of the legal representative of the deceased, or under a court order. When such action is permitted, a properly authorized officer of the Park must be present.

The Park shall not be liable for correctness of the burial transit permit, nor for the identity of the persons sought to be interred, entombed, or inurned.

PERMISSION AND AUTHORIZATION FOR BURIAL: In an attempt to better serve and prevent misunderstandings, no interment shall be made or grave opened prior to the personal representatives, heirs or other authorized parties of the holder of Interment Rights in Evergreen Memorial Park physically appearing at the office of said Company to inspect the grave location to be opened, sign the "Authorization of Interment Order" and pay for all requested services.

HOLIDAYS AND SUNDAYS: No interment or interment services, or disinterments will be allowed on Sundays or any of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving or Christmas. Any exceptions must be approved by the Park Superintendent.

INCLEMENT WEATHER: From October 31st to April 1st, it is possible to have enough frost in the ground to prevent normal excavating. If that is the case, an additional fee will be charged the applicant for interment to provide for thawing or additional labor in excavating.

NOTICE OF INTERMENT REQUIRED: Any arrangements made after 3:00 p.m., Friday afternoon, must be for no sooner than Monday afternoon. During the week, at least sixteen (16) working hours notice must be given. Any exceptions must be approved by the Park Superintendent.

EMERGENCY BURIALS: Arrangement for emergency burials must be made through the Park Superintendent and upon proof of emergency.

DISINTERMENTS: Disinterments are made only upon approval of the Park Superintendent, and he may at his discretion require a Court Order for disinterment. The Park also requires full

advance payment in cash or certified funds before disinterment will be made. The disinterment time will be decided by the Park Superintendent.

OUTER BURIAL CONTAINERS: All outer burial containers used must be approved by the Park Superintendent. All pre-cast cement outer burial containers must be tested to show that they meet the standards of: 4500 PSI (28 day strength), which meets with ASTM C150 Portland Cement stress code. All pre-cast cement outer burial containers must be reinforced with rebar or wire mesh. Copper, bronze, and stainless steel vaults that pass the 4500 PSI test will be allowed.

No fiberglass, or any other substance that loses its strength when its structural or dependent design has been violated will be allowed in the Cemetery.

TIME OF FUNERAL: The Park Superintendent shall appoint the time for the arrival of the funeral at the Park and shall allow at least one-half hour between the times of arrival of funerals to be held on the same day. When two funerals arrive at the Park at the same time, the funeral arriving first shall have precedence in entering the Park and the other funeral shall proceed at the discretion of and in accordance with instructions to be given by the Park Superintendent. No funeral will be permitted in the Park after 5:00 p.m., except by special permission of the Park Superintendent. The Sexton may, at his discretion, waive the one-half hour between times of arrival of funerals.

PURCHASE OF LOTS

APPLICATIONS FOR PURCHASE: Applications for the purchase of cemetery lots or burial spaces must be made at the Park Superintendent's office where plats showing the size, location and description of all lots and the schedule of prices will be kept on file. Also, the Park's designated agent(s) that is equipped with all of this information will also be able to sell spaces.

TRANSFER OR ASSIGNMENT OF INTERMENT RIGHTS

No transfer assignment of any right or interest acquired by the grantee shall be valid without such transfer approval of the transferee by the grant being properly recorded in the Book of the Cemetery Corporation which resides at 26624 North Turkey Road, Evergreen, CO and without being accompanied by a transfer fee. A transfer fee shall apply to each individual lot, or portion thereof, to be transferred.

CONTROL OF WORK BY PARK

WORK TO BE DONE BY PARK: Except as otherwise provided herein, all grading, landscape work and improvements of any kind, and all care of lots, shall be done by the Park and all trees, shrubs and herbage of any kind shall be planted, trimmed, sprayed, cut or removed, and all opening or closing of graves and all interments, disinterments or removals shall be made by the Park. Excepting when outside contractors have made application for said work have paid for and have applied for necessary permits from the Park, and have posted evidence of current liability insurance paid or damage performance bonds to indemnify the Park against injury or liability concerning said work.

PARK MUST DIRECT AND MAY REMOVE IMPROVEMENTS: All improvements or alterations of individual property in the Park shall be under the direction of and subject to the consent, satisfaction and approval of the Park Superintendent, and should they be made without his written consent, or, in the event, at any time, in his judgment, they become unsightly to the eye, he shall have the right to remove, alter or change such improvements.

DECORATION OF LOTS

Live flowers may not be planted or cultivated on any grave at any time in the flat marker section of Garden of The Cross and Garden of The Pines.

Artificial or fresh cut flowers may be placed in a temporary vase at any time, however, they will be discarded when withered, faded, broken or anything of similar nature. The same will apply to flowers placed in vases attached to bronze memorials. All flowers will be removed from vases at the time that the Park is mowed regardless of their condition. Sprays and wreaths made from fresh cut or artificial flowers will be allowed, but they will be removed at periodic times of maintenance or, if in the Park Superintendent's opinion, they become unsightly or detrimental or are blown off the graves.

Grave Blankets made from pine boughs are allowed from December 1 through January 15. When not removed by owner, they will be removed and destroyed. If a lot owner requests the Park to place a blanket on a grave, a service fee may be charged.

The placing of boxes, shells, stones, boulders, toys, metal designs, ornaments, glass, urns, fences, wood or metal cases and similar articles upon lots, shall not be permitted in the flat marker section of Garden of the Cross or Garden of The Pines. The placing of chairs or benches shall only be done with the approval of the Park Superintendent.

If placement of flower arrangements or grave blankets, tree maintenance, or other special services are requested by a family, a service fee will be charged by the Park.

LIABILITY TO DECORATIONS: The Cemetery shall not be held liable for lost, misplaced or broken flower vases, or for damage or misplacement by the elements, thieves, vandals or by causes beyond its control. The Park reserves the right to regulate the method of decorating lots and the right to remove any decoration so that a uniform beauty may be maintained.

TREES: Trees may be planted by individuals in any area that has been approved by the Park Superintendent. Permission and location of the tree must be given by the Superintendent before a tree can be planted.

The Park will not be held responsible for damage done by wild life, stock animals, or disease. The Park reserves the right to remove any tree that does not maintain the Park's natural beauty. Although they will use best efforts to water and tend trees and shrubs, they will not be responsible for the replacement of trees or shrubs that die for whatever reason.

MONUMENTS AND MARKERS

All monuments and markers in the Park must be of a design and quality approved by the Park. All monuments and markers in the human sections must have some bronze attached. (See attached minimum bronze alloy standards.)

No memorial or grave marker will be allowed on any burial space until the space has been fully paid for and the Deed for Interment Rights has been delivered to the purchaser.

No lot owner shall erect or place or cause to be erected or placed, on any lot in the Park, any memorial in respect of which the Park Superintendent disapproves.