



MAPLE HILL CEMETERY ASSOCIATION BY-LAWS

V2.1

July 2016

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ARTICLE I NAME AND DEFINITIONS

SECTION 1.1 NAME

The name of this corporation shall be **Maple Hill Cemetery Association**.

SECTION 1.2 DEFINITIONS

As used in these By-Laws the following definitions apply:

- a. “**Association**” refers to the Maple Hill Cemetery Association, a Massachusetts corporation.
- b. “**Audit Committee**” is defined in Section 16.2.
- c. “**Board**” means the Board of Directors of the Association.
- d. The use of the phrase “**burial rights**” refers to the rights persons of the Jewish Faith purchase to provide themselves and other eligible persons with interment spaces in the Cemetery. “**Ownership**” and words of similar import refer to burial rights. Burial rights are not ownership interests in the real estate of the Cemetery, but only licenses and permission to effect the interment of eligible persons.
- e. **Captions** are intended to be used to assist in the interpretation of Articles and Sections in these By-Laws.
- f. “**Cemetery**” means the entire property owned by the Maple Hill Cemetery Association in Peabody, Essex County, Massachusetts.
- g. “**Certificate Holder**” refers to the Jewish person who originally purchases burial rights in the Cemetery and his or her successor(s) in interest to such burial rights, who in all cases must be a Jewish person. A Certificate Holder in a Jewish Section shall, by virtue of the ownership of such burial rights, also be a Member. A Certificate Holder in an Interfaith Section is a Jewish person who acquires burial rights for himself or herself and for his or her other eligible Designees by virtue of the purchase; and Certificate Holders in Interfaith Sections shall also be Members. Corporate and other entities and unincorporated associations, including Jewish religious organizations, may not be Certificate Holders.
- h. A “**child**” (or in the plural “**children**”) means a person who is a child of the Certificate Holder, including a person who has been legally adopted by the Certificate Holder. A “**grandchild**” or “**great-grandchild**” (or in the plural “**grandchildren**” or “**great-grandchildren**”) means a person who is a grandchild or great-grandchild of a Certificate Holder, including a person or persons legally adopted.
- i. “**Designee**” refers to a person identified by a Certificate Holder to be buried in a grave in which burial rights are owned by that Certificate Holder. Designees for

- graves in the Jewish Section must be of the Jewish Faith at the time of designation and also at the time of burial. Designees in Interfaith Sections need not be Jewish persons. Regardless of whether a person is named a Designee in a Jewish or an Interfaith Section, such person shall not be considered an owner of any burial rights in the Cemetery, but merely a person for whom a grave is reserved; and such reservation may be changed at any time by the Certificate Holder.
- j. A “**Director**” is a member of the Board.
- k. “**Exchange**” means the opportunity to transfer burial rights in a grave or graves in a Jewish Section for the same number of burial rights in graves in an Interfaith Section.
- l. “**Finance Committee**” is defined in Section 5.10.
- m. A “**grave**” is a single interment space (i.e., the burial right in a space sold for the interment of one (1) person. References to “**graves**” refer to burial rights in two (2) or more interment spaces.
- n. An “**indemnified person**” is defined in Article XVII.
- o. “**Interfaith Sections**” means areas of the Cemetery designated by the Board as being available for the burial of persons of the Jewish faith and his or her Spouse and/or children, grandchildren or great-grandchildren who may be of other religious faiths.
- p. References to persons of the “**Jewish Faith**” means persons who, by application of traditional Jewish religious principles, may be considered Jewish. If any dispute arises on the question of who may be considered a Jewish person, the determination of the Board will in all cases be conclusive and final on the issue. The phrase “**Jewish person**” has the same meaning (i.e., refers to a person of the Jewish Faith).
- q. “**Jewish Sections**” refers to areas of the Cemetery designated by the Board in which only persons of the Jewish Faith may be buried.
- r. “**Legal representatives**” means executors or administrators of an estate and guardians and conservators.
- s. “**Member**” (or in the plural “**Members**”) refers to a person of the Jewish Faith who is a Certificate Holder of burial rights in either a Jewish or Interfaith Section of the Cemetery. A person who does not purchase burial rights, but for whom burial rights in a grave is reserved by designation of the Certificate Holder (and who is identified as a Designee pursuant to these By-Laws), shall not be considered a Member and may not exercise any rights of a Member, Certificate Holder or owner of burial rights. “” refers to the status of being a Member. If two (2) or more graves in a Jewish Section are purchased by Spouses or other people in joint ownership, both joint owners shall be considered Members, but at meetings of Members joint owners shall only be entitled to cast a single vote regardless of how many burial rights are held by the joint owners; and upon the death of one of the joint owners, the survivor shall be

- the sole Member (upon condition that the survivor continues to be a person of the Jewish Faith). Members who are Joint owners and who cannot agree on the question of how to cast a vote may not vote on the matter as to which they disagree. Joint ownership is not permitted in Interfaith Sections unless the both joint owners are of the Jewish Faith.
- t. **“Nominating Committee”** is defined in Section 5.09.
- u. **“Refund”** means the repayment by the Association of the amount originally paid for burial rights to a grave or graves owned by the Certificate Holder, but not including amounts paid for perpetual care, and also not including any additional factor for interest or appreciation in value over the period of ownership. Explanatory note: The Association has traditionally offered refunds with respect to graves re-transferred to it, but its policy is never to refund amounts paid for perpetual care.
- v. **“Spouse”** means a person legally married, by the application of the law of the Commonwealth of Massachusetts, to a Certificate Holder when that person is designated as being a husband or wife by the Certificate Holder, and who remains legally married to the Certificate Holder as of the date of death of that Certificate Holder. By way of clarification of the preceding definition, a person who is legally divorced or who is not legally married as of the date of the designation by a Certificate Holder as his or her Spouse, shall not be considered the Spouse of the designating Certificate Holder. Similarly, a person who is not married to, or is legally divorced from, a Certificate Holder as of the date of death of that Certificate Holder shall not be considered the Spouse of the designating Certificate Holder. A person who is separated, but not divorced, from a Certificate Holder shall be considered the Spouse of the designating Certificate Holder notwithstanding the separation. So-called “common law” spouses shall not be eligible to be recognized as Spouses. Persons married to children, grandchildren and great-grandchildren of Certificate Holders are referred to as “spouses” (i.e., using the lower-case “s” to begin the word), and are subject to the same rules of determination of marital status that apply to persons married to Certificate Holders.

ARTICLE II EFFECTIVE DATE; PURPOSES; COMPLIANCE WITH LAW; TRANSFERS PROHIBITED

These By-Laws shall become effective when adopted as such by vote of the Membership. The provisions hereof shall apply to all matters occurring after the effective date of such adoption except with respect to such matters as, pursuant to law, must be governed by By-Laws of the Association that are superseded by this instrument, or which are governed by the provisions of contracts to which the Association is a party. The Association shall maintain a cemetery for the use of its Members, as hereinafter identified, and for the use of other persons described herein. For these purposes, it shall have all of the general powers conferred by Massachusetts law upon cemetery corporations, including the power to purchase or otherwise acquire real and personal property, or any interest therein, wherever situated, and to sell or otherwise dispose of any of its property. Certificates of ownership of burial rights shall be issued, and the rights created thereby shall be granted, in accordance with and subject to these By-Laws, as the same may be amended or superseded, and such rules and regulations as may be

established by the Board and in accordance with, and subject to, the laws of the Commonwealth of Massachusetts now or hereafter enacted that are applicable to cemeteries. Except as required by mandatory provisions of Massachusetts law, burial rights in a grave may not be sold, transferred, conveyed, mortgaged, pledged, devised, assigned or pass to any person by inheritance or by any other form of devolution other than in accordance with these By-laws or pursuant to a waiver by the Board of the prohibitions imposed in these By-Laws, which waiver the Board may grant or withhold in its absolute discretion.

ARTICLE III MEMBERSHIP

SECTION 3.1 ELIGIBILITY FOR MEMBERSHIP

Any person of the Jewish Faith shall be eligible to be buried in the Cemetery and, for that purpose, to purchase burial rights in the Cemetery. Any proposed purchase of burial rights in more than four (4) graves shall be subject to prior Board approval. If a Certificate Holder ceases to be of the Jewish Faith, his or her Membership rights shall be immediately terminated upon the date of a determination by the Board that such person is not of the Jewish Faith. Such former Member shall then be required to transfer his or her unused burial rights to a grave or graves to the Association for a Refund.

SECTION 3.2 REQUIREMENT OF CERTIFICATE

Subject to the exceptions that are stated in Articles VIII and IX, every purchaser of burial rights in the Cemetery, upon payment in full for burial rights and perpetual care, shall be entitled to a Certificate, establishing and evidencing his or her rights of burial in the Cemetery, and also any burial rights in additional graves purchased. If any Certificate shall become lost, mutilated, or destroyed, a replacement Certificate shall be issued upon request of the Certificate Holder. Any Certificate Holder may obtain a Refund for unused burial rights at any time by written request directed to the Board.

SECTION 3.3 VOTING RIGHTS

Each Member shall be entitled to one vote on each matter submitted to a vote of the Members regardless of the number of burial rights the Certificate Holder owns.

SECTION 3.4 DEATH TERMINATES VOTING RIGHTS

Rights of Membership shall terminate upon the death of the Member; and the deceased Member's voting and other Membership rights shall pass to any surviving joint owner in Jewish Sections (provided such surviving joint owner continues to be of the Jewish Faith), and if there is no surviving joint owner, shall pass or expire as these By-Laws provide in other Sections, and not to his or her legal representatives, heirs or next of kin other than as stipulated by these By-Laws.

ARTICLE IV MEETINGS OF MEMBERS

SECTION 4.1 ANNUAL MEETING

An annual meeting of the Members shall be held either in the months of April or May in each year for the purpose of electing the Board and for the transaction of such other business as

may come before the meeting. The meeting shall be held within the City of Peabody, Massachusetts, at the place and on the day and hour designated by the Board. Written or electronically-transmitted notice of the annual meeting shall be given to each Member entitled to vote at such meeting not less than five (5) days before the date of such meeting by the Financial Secretary. The notice shall state the place, day, hour, and purposes of the meeting.

SECTION 4.2 SPECIAL MEETINGS

Special meetings of the Members may be called by the President or by a majority of the Board. In addition, at the request in writing of not less than fifteen (15) Members, the President shall call a special meeting. Such meetings shall be held within the City of Peabody, Massachusetts, at the place and on the day and hour designated by the President or the Board, as the case may be. Written or electronically-transmitted notice shall be given to each Member entitled to vote at a special meeting not less than three (3) days before the date of such meeting by the Recording Secretary. The notice shall state the place, day, hour and purposes of the meeting.

SECTION 4.3 DELIVERY OF NOTICE

If mailed, a notice of meeting shall be deemed to be delivered when deposited in the United States mail, addressed to a Member at the address appearing on the records of the Association, with postage prepaid. If delivered, such notice shall be deemed delivered as of the date when left at the last known address of the Member to whom it is addressed or left with any person residing at such address. If electronically-transmitted, such notice shall be deemed delivered as of the date transmitted if no notice of failure of delivery is returned electronically within 24 hours after the notice is transmitted. Attendance at a meeting of Members in person, by telephone or electronic connection, or by proxy shall constitute a waiver of notice of the meeting.

SECTION 4.4 QUORUM AND VOTING

Ten (10) Members shall constitute a quorum at any meeting of Members. At any meeting at which a quorum of Members is present, the vote of a majority of the Members present shall be sufficient to act on any matter properly before the meeting unless a different vote is required by law or specified elsewhere in these By-Laws.

SECTION 4.5 ATTENDANCE AT A MEETING; PROXIES

At the discretion of the President, Members may be permitted to attend any annual or special meeting of Members by telephone, computer or other electronic connection. A Member may vote by a written proxy signed and dated by the Member, with his or her signature witnessed, which proxy shall be valid only for the designated meeting. Proxies shall be used to establish a quorum and must be filed with the Recording Secretary prior to the commencement of the meeting.

ARTICLE V. BOARD OF DIRECTORS

SECTION 5.1 ELECTION AND NUMBER

Board shall consist of not more than fifteen (15) Members, divided into three (3) equal groups. The terms of each group shall expire in successive years. At the annual meeting of the

Members, successors to the group whose term has expired shall be elected for a term of three (3) years. Each Director shall hold office until the expiration of his or her term or thereafter until his or her successor shall have been elected.

SECTION 5.2 GENERAL POWERS

The Board shall be the general overseer and shall manage the financial and other affairs of the Association. It may establish rules and regulations, not inconsistent with these By-Laws and the laws of the Commonwealth of Massachusetts and Ordinances of the City of Peabody, for the management of the affairs of the Association. It shall be the duty of the Board to take necessary and proper proceedings to enforce these By-Laws and all rules and regulations established for the Association; however, if any provision of these By-Laws shall be determined to be illegal in whole or part, such provision shall be enforced only to the extent the Board determines in good faith to be legal. Except for the Finance Committee, the Board may appoint committees from its own number or from the other Members, designate their duties, and remove those appointed at any time with or without cause.

SECTION 5.3 MEETINGS

A meeting of the Board shall be held within one (1) month following the annual meeting of the Members. There shall be meetings of the Board thereafter as called by the President or by a majority of the Board, at the place and time designated by the person or persons calling the meeting.

SECTION 5.4 NOTICE

Notice of a meeting shall be given at least two (2) days prior thereto by the Recording Secretary. Notice may be made by any convenient method, including written notice, electronic transmission of notice, or by telephone communication, and need not specify the purpose of the meeting. Any Director may waive notice of any meeting, and attendance at a meeting shall constitute waiver of notice of such meeting. No notice shall be required for a Board meeting that takes place immediately following, and at the same place as, the annual meeting of Members.

SECTION 5.5 QUORUM

Six (6) incumbent Board members shall constitute a quorum.

SECTION 5.6 ACTION

The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless a larger vote is required by law or by these By-Laws.

SECTION 5.7 ATTENDANCE

At the discretion of the President, any member of the Board may attend a meeting by telephone, computer or other electronic connection. Failure of a Board member to attend two (2) or more consecutive Board meetings shall be considered just cause for removal of that member.

SECTION 5.8 VACANCIES AND REMOVALS

Any vacancy occurring in the Board may be filled by vote of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Directors may be removed with or without cause either by vote of the

Members or by majority vote of the disinterested Directors (i.e., by the vote of a majority of incumbent Directors not counting the Director or Directors proposed to be removed. As an example of the vote required, if two (2) of fifteen (15) incumbent Directors are proposed to be removed, the vote needed for removal is seven (7) Directors). A Director proposed to be removed may not vote on the question of his or her removal.

SECTION 5.9 NOMINATING COMMITTEE

Not later than the end of January each year, the President shall appoint a Nominating Committee consisting of three (3) Board members, whose duty it shall be to present a slate of Directors to the Annual Meeting. Additional nominations for officers may be made from the floor at the Annual Meeting.

SECTION 5.10 FINANCE COMMITTEE

The investments of the Association shall be managed by a Finance Committee composed of the President, the Treasurer and one (1) or more other Members appointed by the Board for one (1) year terms. The Finance Committee shall be accountable to the Board and the Members and shall report its activities and determinations to both the Board and the Members.

SECTION 5.11 COMPENSATION

Directors, as such, shall not receive any stated or fixed salary or compensation for their services, but may be paid for special services rendered, as approved by vote of a majority of the disinterested members of the Board.

ARTICLE VI OFFICERS

SECTION 6.1 OFFICERS OF THE ASSOCIATION

The officers of the Association shall be a President, a Vice President, a Recording Secretary, a Financial Secretary, a Treasurer, two (2) Assistant Recording Secretaries, one (1) Assistant Financial Secretary, and one (1) Assistant Treasurer.

SECTION 6.2 TERMS OF OFFICE

The officers shall be elected annually by the Board from its own membership at its first meeting following the annual meeting of the Members held in each year. Each officer shall hold office until his or her successor shall have been duly elected.

SECTION 6.3 VACANCIES

A vacancy in any office for any reason may be filled by the Board for the unexpired portion of the term.

ARTICLE VII DUTIES OF OFFICERS

SECTION 7.1 PRESIDENT

The President shall preside at all meetings of the Members and of the Board. The President

shall be a member, ex-officio, of all committees. He or she shall sign all Certificates, and all other instruments which the Board has authorized to be executed. He or she shall perform all the duties incident to the office of President and such other duties as may be prescribed by the Board from time to time. He or she shall receive no compensation for his or her services. By virtue of his or her office, the President shall also be deemed to be an Assistant Recording Secretary and an Assistant Treasurer.

SECTION 7.2 VICE PRESIDENT

In the absence or inability of the President, the Vice President shall have all the powers of, and be subject to all the restrictions upon, the President. In addition, when so authorized by the Board, the Vice President shall have the power to sign, with any other authorized officers, Certificates, permits for burial, and erection of monuments, and all other instruments which the Board has authorized to be executed, and shall perform such other duties and have such other powers as the Board may, from time to time, authorize. He or she shall receive no compensation for his or her services.

SECTION 7.3 RECORDING SECRETARY

The Recording Secretary shall keep the minutes of the meetings of the Members and of the Board and shall see that all notices are duly given for all meetings of the Members and of the Board, other than the Annual Meeting of the Members. He or she shall keep a record of all holders of Certificates, be the custodian of the corporate records and of the seal of the Association, and maintain them in a secure depository as directed by the Board. He or she shall sign Certificates. He or she shall receive such compensation for his or her services as the Board shall from time to time determine.

SECTION 7.4 FINANCIAL SECRETARY

The Financial Secretary shall collect all dues, donations, assessments, and proceeds from the sale of burial rights in, and the perpetual care of, Cemetery graves. He or she shall see that all notices are duly given for the Annual Meeting of the Members, as prescribed and directed, together with statements of each member's accounts, and of all moneys received by him or her which he or she shall turn over to the Treasurer. He or she shall sign the permits for burial and for the erection of monuments. He or she shall receive such compensation for his or her services as the Board shall from time to time determine. By virtue of his or her office, the Financial Secretary shall also be deemed to be an Assistant Recording Secretary.

SECTION 7.5 TREASURER

The Treasurer shall have charge and custody of all funds and securities of the Association. He or she shall receive all moneys from the Financial Secretary and deposit them in the name of the Association in such banks or other depositories as shall be selected by the Board. He or she shall pay all bills approved by authorized persons. He or she shall report the complete financial statement of the Association at the annual meeting of the Members and at such other times as directed by the Board. He or she shall, at the expense of the Association, give a bond for the faithful discharge of his or her duties in such sum and with such surety as the Board shall determine. He or she shall receive such compensation for his or her services as the Board shall from time to time determine. By virtue of his or her office, the Treasurer shall also be deemed to be an Assistant Recording Secretary.

SECTION 7.6 ASSISTANT OFFICERS.

In the absence of the officers to whom they are assistants, their assistant officers shall perform their duties. Assistant officers shall receive no compensation for their services. By virtue of his or her office, the President shall also automatically, and without the requirement of separate elections, be deemed an Assistant Recording Secretary and an Assistant Treasurer. By virtue of his or her offices, the Treasurer shall automatically, and without a separate election, also be deemed an Assistant Financial Secretary. By virtue of his or her office, the Financial Secretary shall automatically, and without a separate election, be deemed an Assistant Recording Secretary.

SECTION 7.7 CHECK SIGNING REQUIRES ONLY ONE SIGNATURE

Checks drawn on Association accounts may be signed by any one (1) officer designated by the Board.

ARTICLE VIII MEMBERSHIP RIGHTS AND DUTIES APPLICABLE TO JEWISH SECTIONS

SECTION 8.1 CERTIFICATE OF MEMBERSHIP

Every eligible purchaser of burial rights in Jewish Sections shall be issued a Certificate of Membership which shall entitle the holder thereof to the rights of burial in the grave or graves designated in the Certificate. The Certificates of Membership shall be in such form as may be determined by the Board. Each Certificate shall be signed by the President or Vice President, and the Financial Secretary or an Assistant Financial Secretary, and the Treasurer or an Assistant Treasurer, and shall be sealed with the seal of the Association.

SECTION 8.2 ELIGIBILITY

8.2.A ELIGIBILITY TO BE INTERRED IN JEWISH SECTIONS; PRIORITIES WHERE NO DESIGNATION IS MADE

In Jewish Sections burial rights to a grave may be used only for the burial of persons of the Jewish faith, and such rights are further limited to the use of the Certificate Holder and/or the Spouse, children, grandchildren, great-grandchildren, the spouses of children, grandchildren, great-grandchildren, and parents of the Certificate Holder, as Designees, but upon condition that all such Designees must be of the Jewish Faith when designated and also when buried. A Certificate Holder may name or change a Designee at any time. If there is no Designee for unused burial rights to grave or graves at the death of a Certificate Holder of such burial rights, such unused burial rights may be used to inter his or her Spouse as a first priority, his or her children and their spouses (in order of age, the oldest having priority) as a second priority, his or her parents as a third priority and his or her great-grandchildren and their spouses as a fourth priority, but always subject to the continuing condition that the person or persons to be so interred is or are of the Jewish Faith. In the event such order of priority is used, the surviving spouse of a person obtaining priority in such fashion shall have the same priority as his or her spouse. If a Designee is in fact already buried in a grave other than the Cemetery grave designated for him or her, burial rights to that grave shall be considered available for a new designation or allocation in accordance with the above-noted priorities.

8.2.B IF THE FOREGOING PROVISIONS DO NOT DETERMINE THE RIGHT TO USE BURIAL RIGHTS

In circumstances where, the right to use the burial rights cannot be determined by the use of the methods and priorities stipulated in the preceding paragraph, the Certificate Holder's Spouse, if living, otherwise the Certificate Holder's next of kin shall have the right to determine the use of such burial rights for a Jewish person by written stipulation filed with the Recording Secretary. The person identified in such stipulation shall thereupon be considered a Designee of such burial rights. If no such stipulation is filed within two (2) years after the date of death of the Certificate Holder, the Board may, in its discretion, use reasonable efforts to either make the unused burial rights available to the Certificate Holder's next of kin of the Jewish Faith, or offer a Refund or Exchange, as may seem equitable to the Board.

8.2.C SPECIAL PROVISION FOR THE PURCHASE OF A SINGLE BURIAL RIGHT FOR IMMEDIATE BURIAL OF A JEWISH PERSON IN A JEWISH SECTION

If burial rights in a single grave are sought to be purchased for a Jewish person who is already deceased, the purchaser may be any person whatsoever, including a funeral director or, in charity cases, a government agency. In such circumstances, no Certificate shall be issued.

8.2.D IF BURIAL IS DENIED IN A JEWISH SECTION

If, at the time of burial, the person to be interred shall be determined by the Board to be ineligible for burial in a Jewish Section, a Refund or Exchange shall be offered as the Board determines equitable and appropriate

8.2.E NEW CERTIFICATE TO BE ISSUED TO DESIGNEES

If there are unused burial rights to a grave or graves in a Jewish Section in a Member's ownership at the time of his or her death, the Certificate of Membership of the deceased Certificate Holder shall be cancelled and, upon application, a new Certificate or Certificates of Membership shall be issued to those Jewish persons who have been, in accordance with these By-Laws, named as Designees and who at such time remain qualified to be buried in Jewish Sections. Such new Certificate Holders shall then become Members of the Association with the same rights as if they had purchased their burial rights. Similarly, on the death of a Member who owned unused burial rights in a Jewish Section for which there were no eligible Designees at the time of the Certificate Holder's death, upon application, new Certificates of Membership shall be issued to those Jewish persons whose burial rights to the use of such graves are determined by order of priority, by stipulation or by determination of the Board.

8.2.F STRICT COMPLIANCE WITH CUSTOMS REQUIRED

In Jewish Sections all interments shall be in strict compliance with the traditional rules and customs of the Jewish Faith, as determined and interpreted by the Board in cases of doubt.

8.2.G CONCERNING GRAVES

No bed, fence, well or obstruction shall be placed on or around the grave, unless prior approval is obtained in writing from the Board.

8.2.H MONUMENTS

No monument, stone, or marker shall be erected on a grave unless prior approval is obtained in writing from the Board, but all graves shall be marked by an approved monument or marker

within three (3) years following the date of burial. A grave in a Jewish Section may be used only for one (1) interment of human remains, and for the placement of a monument or marker memorializing the person interred. See also Sections 11.1, 11.2 and 15.3 regarding possible assessments and rights after interment. Dimensional standards for monuments and markers are contained in separate regulations of the Board.

8.2.1 UNPAID BALANCES DUE

Any unpaid balance for the purchase of the burial rights in a grave or graves, and for perpetual care, and all arrears in dues or assessments owed by a Certificate Holder as of the date of his or her death shall be paid in full before any of his or her burial rights to graves can be used for interment.

SECTION 8.2 PRESUMPTION

In the absence of specific information to the contrary, after the expiration of seventy-five (75) years from the date a person first became a Certificate Holder or a Designee, such person shall be presumed to be deceased even though his or her burial rights remain unused. Such unused burial rights may be declared by the Board to have reverted to the ownership of the Association without the necessity of any Refund.

ARTICLE IX RULES APPLICABLE TO INTERFAITH SECTIONS

SECTION 9.1 GENERAL PROVISIONS

9.1.A CERTIFICATE HOLDER

The Certificate Holder of burial rights to a grave or graves in an Interfaith Section must be of the Jewish faith. Certificate Holders in Interfaith Sections shall be Members, shall have the same voting rights as other Members, may hold any office in the Association, and serve on the Board or any committee. Certificates of Membership issued to such purchasers shall be issued by the same procedures and be in the same form that applies to Certificates of Membership issued for Jewish Sections. If a Certificate Holder ceases to be of the Jewish Faith, his or her Membership rights shall be immediately terminated upon the date of a determination by the Board that such person is not of the Jewish Faith. Such former Member shall then be required to transfer his or her unused burial rights to a grave or graves to the Association for a Refund. If the Certificate Holder purchases burial rights in one grave, that grave shall be considered reserved for his or her own interment. If the Certificate Holder purchases burial rights in more than one grave, he or she must designate which is to be used for his or her own interment and must also designate the name or names of the persons to be interred in the other grave or graves purchased. All such stipulations of Designees shall be in writing, signed and dated by the Certificate Holder and filed with the Recording Secretary. The only persons eligible to be Designees for such burial rights in such grave or graves are the Certificate Holder's Spouse, children and their spouses, grandchildren and their spouses, great-grandchildren and their spouses, *and parents of the Certificate Holder and the Certificate Holder's Spouse* [Amended v2.0]. The Certificate Holder's Spouse, children and their spouses, grandchildren and their spouses, great-grandchildren and their spouses *and parents of the Certificate Holder and the Certificate Holder's Spouse* need not be Jewish persons [Amended v2.0]. The sale of more than four (4) graves to one purchaser shall require prior approval by the Board.

9.1.B NO NEW CERTIFICATE TO ISSUE

After the death of a Certificate Holder, if burial rights in an Interfaith Section owned by the deceased Certificate Holder remain unused, no new Certificate to evidence the ownership of burial rights in that grave shall be issued and the rights to inter in such grave shall be determined exclusively by reference to this Article IX.

9.1.C SPECIAL PROVISION FOR A PURCHASE FOR A JEWISH PERSON WHO IS ALREADY DECEASED

If burial rights are sought to be purchased for a Jewish person who is already deceased, such burial rights may be purchased in an Interfaith Section by his or her Spouse, child or child's spouse, grandchild or grandchild's spouse, great-grandchild or great-grandchild's spouse, a funeral director or, in charity cases, by a government agency. If a Spouse, child, grandchild or great-grandchild or spouse of a child, grandchild or great-grandchild of the deceased Jewish person purchases such burial rights, such person may also purchase burial rights in the same Interfaith Section for the Spouse and/or children and their spouses, and/or grandchildren and/or their spouses and/or great-grandchildren and/or their spouses of the deceased Jewish person who is to be buried immediately even though such Spouse, children, grandchildren or great-grandchildren are not of the Jewish Faith. Provided always, however, that the sale of more than four (4) graves to a single purchaser shall require prior Board approval. Persons for whom graves are purchased shall be considered Designees, and in such cases no Certificate shall be issued, and there shall be no Certificate Holder. In such circumstances the Designees shall not be or become Members, shall have no voting rights, and may not serve as Officers or Directors or on any committee.

9.1.D RESERVATION CONDITIONS

A Certificate Holder's stipulation of the name of a Designee in an Interfaith Section in accordance with this Section 9.1 shall constitute a reservation of burial rights to the grave for the Designee named until such Designee is actually interred in the grave, or the designation is:

- I. Superseded by written designation of later date filed signed by the Certificate Holder and filed with the Recording Secretary in conformity with these rules designating a different person who is eligible to be a Designee for the grave,
- II. Voided when the Designee files a notice with the Recording Secretary stating that he or she does not wish to be buried in the grave reserved for him or her,
- III. Terminated when a person originally considered eligible to be a Designee as a Spouse of the Certificate Holder is established to the Board's satisfaction to be ineligible as of the date of death of either, or
- IV. Voided when the Board receives information it considers reliable that the person designated has been buried elsewhere or has been cremated without the use of the grave designated for him or her.

9.1.E REASSIGNMENT OF BURIAL RIGHTS

If a Designee for a grave in an Interfaith Section files a written notice with the Recording Secretary that he or she does not wish to be buried in a grave reserved for him or her, or such person is buried elsewhere, or is determined to be ineligible for burial in an Interfaith Section, or is cremated without the use of the Grave, the Certificate Holder, if living, shall be requested

to file a new written designation naming another eligible person to be interred in the grave. However, if the Certificate Holder of such grave is then deceased or fails to file a new designation while he or she is living, the burial rights shall be available for use by the Certificate Holder's surviving Spouse, and if there is no surviving Spouse, by the Certificate Holder's surviving children, in order of age (from oldest to youngest, with the oldest having priority), surviving grandchildren, in order of age (from oldest to youngest, with the oldest having priority), and surviving great-grand-children, in order of age (with the oldest having priority). In the event such order of priority is used, the surviving spouse of a person obtaining priority in such fashion shall have the same priority as his or her spouse (i.e., as the surviving child, grandchild or great-grandchild of the Certificate Holder). The foregoing order of priority may be varied by written designation of the Certificate Holder's surviving Spouse, if there is one and, after that Spouse's demise, by written designation of a majority of the surviving children of the Certificate Holder (or, if two children survive, by designation of both), and if no children survive, by designation of a majority of the surviving grandchildren of the Certificate Holder (or, if two grandchildren survive, by designation of both), and if no children or grandchildren survive, by designation of a majority of the surviving great- grandchildren of the Certificate Holder (or if two great-grandchildren survive, by designation of both).

9.1.F UNUSED BURIAL RIGHTS FOR WHICH NO PERSON IS ELIGIBLE

If any burial rights to a grave in an Interfaith Section remain unused after the deaths of all members of the family group consisting of the Certificate Holder, his or her Spouse, and all of the Certificate Holder's children, grandchildren, great-grandchildren and their spouses, as determined by the Board on information it considers reliable, all such unused burial rights shall revert to the ownership of the Association after the expiration of seventy-five (75) years from the date of purchase without the necessity of any Refund.

SECTION 9.2 CERTAIN PROVISIONS REGARDING CARE

Perpetual care for a grave in an Interfaith Section does not include the initial installation or subsequent care, repair or replacement of monuments or markers, which shall be the responsibility of the legal representatives and heirs of the person interred. All graves must be suitably marked within three (3) years after an interment. See also Sections 11.1, 11.2 and 15.3 regarding possible assessments and rights after interment. No monument or marker may be installed unless prior written approval is obtained from the Board. All monuments and markers shall be granite and installed either level with the ground or vertical to the ground and shall be generally consistent with the type of monuments and markers in the Jewish Sections (refer to the Board's dimensional requirements for monuments). No religious symbols may be used on any marker, but Hebrew lettering may be used. The burial of cremation remains in an Interfaith Section grave is permitted in a non-metal container. No bed, fence, wall or other obstruction may be placed on or around any grave in an Interfaith Section unless the prior written approval of the Board is obtained.

SECTION 9.3 PAYMENT MUST BE MADE PRIOR TO INTERMENT

No burial rights in a grave may be used for an interment until any unpaid portion of its purchase price, the charge for perpetual care and all arrears of assessments in respect of the grave or graves owned by the Certificate Holder are paid in full.

SECTION 9.4 INTERMENT PROHIBITED ON CERTAIN DAYS; USE OF GRAVES

No burials in Interfaith Sections are permitted on Saturdays or any other day on which burials

are not permitted by Jewish religious law. The Association's chapel may be used only for Jewish services conducted by persons of the Jewish Faith.

SECTION 9.5 DUES

Because Certificate Holders of burial rights to graves in Interfaith Sections and Designees of those burial rights are Members on the same basis as those with burial rights in Jewish Sections, they shall pay annual dues at the same rate, with the exception of Certificate Holders who have purchased graves in an Interfaith Section prior to May 1, 2012, who shall have the right to select whether or not they wish to become Members or remain non-voting and non-dues-paying Certificate Holders.

ARTICLE X DUES

SECTION 10.1 AMOUNT AND PAYMENT

Annual dues shall be in such amount as determined by vote of the Members at any Annual Meeting.

Dues shall be payable for the current calendar year on or before the following Annual Meeting.

SECTION 10.2 DELINQUENCY

The voting rights of Any Member delinquent in the payment of dues for a period of two (2) years or more shall be suspended and he or she shall not be eligible to serve on the Board or any committee until the amount delinquent has been paid.

ARTICLE XI ASSESSMENTS

SECTION 11.1 GENERAL ASSESSMENTS

General assessments may be made on all of the Certificate Holders in both Jewish and Interfaith Sections by the Board for the purpose of paying necessary expenses, indebtedness and for the maintenance, care and improvement of the Cemetery. Failure to pay a general or specific assessment authorized by either this Section 11.1 or by Section 11.2 when the same is due shall result in the suspension of voting rights of a Member and ineligibility to serve on the Board. If such failure to pay continues for more than two (2) years, the Board may reacquire burial rights of the Certificate Holder on the basis of a Refund.

SECTION 11.2 SPECIFIC ASSESSMENTS

The Board may make a specific assessment on any Certificate Holder for the purpose of erecting a monument on a grave to which burial rights are owned by that Certificate Holder when such person should have, but has neglected or failed, to do so, and when no other responsible person has done so, and for the necessary repair, maintenance, repositioning of the marker, and care of such grave, except for such care as is provided under the Cemetery's perpetual care plan. The Board shall have the discretion and authority to erect a monument or marker on any unmarked grave after the time allotted in these By-Laws for the placement of a monument or marker, but the Board shall not the obligation to do so.

ARTICLE XII USES OF FUNDS

SECTION 12.1 USES OF FUNDS

Continuing authority may be granted to designated officers pursuant to so-called standing votes for the expenditure of sums for the benefit of the Association without requiring a specific vote of the Board provided that the President, Treasurer and Financial Secretary are notified of the expenditure within 72 hours. General funds of the Association in an amount designated by the Board as will not create an insolvency of the Association nor render the Association unable to pay its bills as they fall due may be allocated for such charities and special uses as the Board may determine.

ARTICLE XIII CORPORATE SEAL

SECTION 13.1 SEAL

The Association shall have a corporate seal bearing the name "**Maple Hill Cemetery Association**", with such device as the Board may determine.

ARTICLE XIV AMENDMENTS

SECTION 14.1 AMENDMENTS

These By-Laws may be altered, amended or repealed in whole or in part by a vote of two thirds (2/3) of the Members present at an annual or special meeting, provided any such proposed amendment, repeal, or new By-Law has been approved at a prior meeting of the Board, and proper notice of such proposed action is given to the Members by providing either the entire text of any action or amendment proposed or by providing a full summary thereof to the Members.

ARTICLE XV PERPETUAL CARE AND RIGHTS AFTER INTERMENT

SECTION 15.1 ESTABLISHMENT OF PLAN

The Association shall establish a plan for the perpetual care of the cemetery graves and maintain a fund for that purpose. Perpetual care shall mean the maintenance of burial sites, without liability for failure to perform because of conditions beyond the control of the Association or lack of funds.

SECTION 15.2 CHARGE FOR PERPETUAL CARE

The charge currently in effect for perpetual care of each Jewish and Interfaith Section for burial rights to graves will be a one-time charge in the amount established by vote of the Board, which will be uniform in both Jewish and Interfaith Sections, and shall be subject to change at any time by vote of the Board, but any such change shall be applicable only to sales of graves after the date of such vote.

SECTION 15.3 RIGHTS AFTER INTERMENT

After interment the legal representatives and next of kin of the person interred shall have no further burial rights or ownership in the grave so used, except the obligation of the placement of a marker. Disinterment and removal shall not be permitted except by permission of the Board or as required by process of law.

ARTICLE XVI FISCAL YEAR AND ANNUAL AUDIT

SECTION 16.1 FISCAL YEAR

The fiscal year of the Association shall begin on May 1 and end on April 30 in each year.

SECTION 16.2 AUDIT

Not later than January of each year, the President shall appoint an Audit Committee to conduct an audit of the books of the Association and all its business affairs for the fiscal year then ending and to provide a written report of the results of said audit to the Board and Members prior to the Annual Meeting. The Audit Committee shall consist of three (3) Members.

ARTICLE XVII INDEMNIFICATION

SECTION 17.1 INDEMNIFICATION

Each person who serves at any time as a Director or officer of the Association, including any person who is no longer a Director or officer of the Association, (referred to in this Section as an **“indemnified person”**) shall, to the fullest extent permitted by law and without prejudice to any other rights he or she may have for indemnification or to avail himself or herself to the insurance coverage that may from time to time be carried by the Association or by such indemnified person, be entitled to be reimbursed by the Association for, and indemnified by, the Association against, all costs and expenses reasonably incurred by an indemnified person **in excess of those amounts available under any insurance coverage carried the Association or by such indemnified person** in connection with, or arising out of:

- (a) Any claims made, or any action, suit, or proceeding threatened or brought against an indemnified person or in which an indemnified person may be involved as a party or witness, or
- (b) Otherwise by reason of any action alleged to have been taken or omitted by an indemnified person as a Director or officer.

Such right of indemnification and reimbursement shall apply whether or not the indemnified person continues to be such Director or officer at the time of incurring such costs and expenses. Such right of indemnification shall include amounts paid or incurred by an indemnified person in connection with reasonable settlements (other than settlement amounts paid to the Association itself) of any claim, action, suit or proceeding; provided, however, that no indemnified person shall be indemnified in relation to any matter which has been made the subject of a settlement except with the approval of a court of competent jurisdiction, or by vote of a disinterested majority of the Members or by a vote of a

disinterested majority of the incumbent members of the Board. No such reimbursement or indemnification shall be provided for any indemnified person with respect to any matter as to which such indemnified person shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Association.

Reimbursement and indemnification may, at the discretion of the Board, include payments by the Association of costs and expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding upon receipt of an undertaking by the indemnified person to repay such payment if he or she shall be adjudicated to be not entitled to indemnification hereunder.

SECTION 17.2 ADDITIONAL INDEMNIFICATION

The rights to reimbursement and indemnification granted under this Section 17.1 to any such Director or officer shall also extend to his or her estate, heirs and legal representatives to the extent such estate, heirs and legal representatives are subject to the claims for which the deceased indemnified person would have been entitled to reimbursement and indemnification.

SECTION 17.3 ARTICLE DOES NOT APPLY TO CERTAIN CLAIMS.

The reimbursement and indemnification provided in this Article shall in no case apply to claims by the Association itself against any person whomsoever.

SECTION 17.4 NO COMMITMENT TO CARRY INSURANCE

The references in this Article to the possibility that the Association may have insurance coverage which might extend to protect Directors and/or officers from any claim or liability shall not be deemed to be, or interpreted as, a commitment that the Association will carry any such insurance coverage or, if the Association does carry such insurance, that the insurance will provide any particular amount of coverage or that there shall be any particular scope of coverage in the insurance policies obtained.