



MISSION STATEMENT,  
RULES & REGULATIONS,  
& AMENDED & RESTATED BY-LAWS

*of*

LAKEVIEW  
MEMORIAL  
PARK  
ASSOCIATION

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Revised September, 2008

## MISSION STATEMENT

LAKEVIEW MEMORIAL PARK is a non-profit, non-sectarian garden cemetery offering traditional in-ground graves as well as above-ground crypts and niches in two mausoleums – the Lakeview Mausoleum and the Mausoleum of the Apostles. Serving the South Jersey area for over 75 years, the Park has become a well-known landmark with its manicured lawns, charming hills, beautifully-tended gardens, wooded but sunlit slopes, and delightfully-soothing lake.

The Park is one of the most beautiful garden cemeteries to be found anywhere. It was developed by the foremost landscape engineers and mausoleum architects of the country and has been laid out in accordance with the most modern methods of cemetery planning. The Park offers a quiet, serene setting for reflection and meditation when visiting a loved one.

It is the dedicated mission of the Board of Trustees of Lakeview Memorial Park Association that the dignity, solemnity and proprieties due this cemetery be, at all times, religiously safeguarded and maintained.

BOARD OF TRUSTEES  
DAVID B. STAHL, SR.  
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BRADFORD S. SMITH ESQ.  
WILLIAM B YOUNG.

Adopted as of September 9, 2009

# **RULES AND REGULATIONS**

(Revised as of September 9, 2008)

## **Purpose**

1. These Rules and Regulations are designed for the use, management, maintenance, and preservation of the Lakeview Memorial Park and for the protection of the rights of the Owners of interment space therein. They also are intended to improve and preserve the Park's serene and natural beauty, to foster a reasonably safe environment for all persons who enter or work within the Park, and to facilitate the maintenance of the Park. The Trustees have tried to adopt Rules and Regulations that are reasonable, fair and safe. Constructive suggestions as to content, implementation, and enforcement of these Rules and Regulations are welcome and compliance with these Rules and Regulations is anticipated and will be appreciated.

## **Definitions**

2. "Adornments" means items placed on or at an interment space on a temporary basis by the Owner of, or Visitor to, such interment space.
3. "Association" means Lakeview Memorial Park Association, a non-profit New Jersey association incorporated under "An Act to Authorize the Incorporation of Rural Cemetery Associations and Regulate Cemeteries" (Revision of 1875, as amended and supplemented) and licensed by the New Jersey Cemetery Board (License #0004).
4. "Contractor" means any person engaged in placing, erecting or repairing any memorial, or performing any work in the Park, other than an employee of the Association.
5. "Cremains" means the recoverable bone fragments and container residue resulting from the process of cremation of human remains.
6. "Crypt" means the interment space in or near a Mausoleum for the placement of human remains.
7. "Entombment" means placement of human remains in a crypt or cremains in a niche.
8. "Grave" means the interment space for underground burial of human remains and/or cremains and includes the portion of the lot containing the grave.
9. "Human remains" means a body, or a part of a body, of a deceased human being.
10. "Interment" means the underground burial of human remains or cremains in a grave and, at times, also means and includes entombment of human remains or cremains.
11. "Interment space" means the space within a grave, crypt or niche intended for the interment or entombment of human remains and/or cremains.
12. "Lot" means the area of the Park containing a grave or graves; a lot generally contains two or more graves.
13. "Manager" means the person or persons (if any) duly appointed by the Trustees to supervise the day-to-day operations of the Park and to enforce these Rules and Regulations.
14. "Mausoleums" means any permanent building or structure (such as a mausoleum or a columbarium) in the Park containing crypts and/or niches and shall include (without limitation) the Lakeview Mausoleum and the Mausoleum of the Apostles.
15. "Maintenance and preservation" means all activities of the Association which further the care and upkeep of the entire Park, including maintenance, preservation, continual care, and repair of the grounds (including, but not limited to the graves and lots), lakes, streams, dams, drains, water lines, roads, fences, buildings and other structures (including by not limited to the Mausoleums and the Office) to the extent of the income of the M&P Fund, but does not include providing specific care to individual graves, lots, crypts or niches.
16. "M&P Fund" means the Maintenance and Preservation Trust Fund required to be established by the Association pursuant to the New Jersey Cemetery Laws.
17. "Memorial" means any marker and its base located at or on a grave, crypt or niche, or on a container of cremains, for the purpose of identification of, or in memory of, a deceased human being (and does not include adornments).
18. "New Jersey Cemetery Laws" means all statutes, codes, rules, and regulations enacted by the State of New Jersey or the New Jersey Cemetery Board including, but not limited to, the New Jersey Cemetery Act, 2003 (N.J.S.A. §§45:27-1, et. seq.) and the Cemeteries Chapter of the New Jersey Administrative Code (N.J.A.C. 13:44J-1, et seq.), as amended from time to time.
19. "Niche" means the interment space in a Mausoleum for placement of cremains.
20. "Office" means the business office of the Association located in the Park.
21. "Officers" means the duly elected and authorized officers of the Association.
22. "Owner" means the owner of an interment space. To the extent that there are two or more co-owners of an interment space, the Association may rely on the direction of a co-Owner.
23. "Park" means the grounds (including, but not limited to the graves and lots), lakes, streams, dams, drains, water lines, roads, fences, buildings and other structures (including by not limited to the Mausoleums and the Office) located within and that are part of the garden cemetery known as Lakeview Memorial Park.
24. "Person" means an individual, corporation, partnership, association or any other public or private entity.
25. "Transfer" or "transferred" means sale, gift, assignment, conveyance, devise, bequeath, pledge or hypothecation of an interment space.
26. "Trustees" means the duly elected Board of Trustees of the Association.
27. "Vault" means a prefabricated outer burial case, designed to be installed in the ground to receive one or more burials of human remains or cremains, and not part of the Mausoleums or any other building or structure.
28. "Visitor" means any person who legally enters the Park for the purpose of visiting the burial place of a deceased human being or otherwise.

## **Supervision of the Park**

29. The Association, by and through its Trustees and Officers, shall be responsible for: (a) all of the rights, duties, and obligations of the Association set forth in these Rules and Regulations; (b) the supervision, management, maintenance and preservation of the Park; (c) the books and records relating to ownership and location of interment space and placement of human remains and cremains; and (d) the business and affairs of the Association. The Trustees may appoint a Manager, whose responsibilities include (but are not necessarily limited to) the supervision of the day-to-day operations of the Park and the enforcement of these Rules and Regulations.

30. These Rules and Regulations have been adopted as the rules and regulations of the Park, and all Owners of interment space, Visitors and Contractors shall be subject to these Rules and Regulations, amendments or alterations as shall be adopted (from time to time) by the Trustees. These Rules and Regulations have been adopted pursuant to and in accordance with the New Jersey Cemetery Laws and, to the extent that they are inconsistent with the New Jersey Cemetery Laws, the New Jersey Cemetery Laws shall control.

31. Copies of these Rules and Regulations are available in the Office, and all current charges are posted in the Office.

32. The Trustees expressly reserve the right, at any time and without notice to Owners, to adopt new Rules and Regulations, or to amend, modify, revise, alter or repeal any rule or regulation in these Rules and Regulations.

33. The Association reserves the right to compel all Owners, Visitors, Contractors, and other persons entering the Park to obey all Rules and Regulations adopted by the Trustees.

34. The Association shall take reasonable precaution to protect the interment space of, and Memorials placed on such interment space by, Owners from loss or damage within the Park. The Association, as well as the Trustees, the Officers, and the Manager, are not, however, responsible for theft or damage to Memorials, adornments, or any other object placed on graves or lots, in or near the Mausoleums, or in the Park and distinctly disclaim all responsibility for loss or damage from causes beyond their reasonable control and, especially, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, invasion, insurrections, riots, or order of any military or civil authority, as well as unavoidable accidents or general negligence of its employees, whether the damage be direct or collateral, other than as herein provided. Further, to the extent that any flowers, plants, wreaths, blankets, landscaping materials, furniture, adornments or any other object is placed on or at an interment space or in the Park in violation of these Rules and Regulations, the Association reserves the right to remove such objects, the Owner or Visitor forfeits all right, title and interest therein, and the Association may dispose of the objects at its sole discretion.

35. The Association, by and through its Trustees, Officers, and Manager, shall have the right to correct any errors that may be made by them, either in making interments, entombments, disinterments, or in the transfer of interment space by: (a) substituting and conveying in lieu thereof other interment space of equal value and similar location as far as possible, or as may be selected by the Association; or (b) by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment or entombment of human remains or cremains in a grave, crypt or niche, the Association shall have the right to remove and transfer such remains so interred or entombed to another grave, crypt or niche of equal value and similar location as may be substituted and conveyed in lieu thereof. The Association shall also have the right to correct any errors made by placing an improper inscription or description on a Memorial, including an incorrect name or date. Such rights and remedies are at the sole discretion of the Association.

36. The Association expressly reserves the right to (a) enlarge, reduce, replat or change the boundaries or grading of the Park or of a section or sections, including the right to modify or change the locations of or any part thereof; (b) remove or regrade roads, drives and walks; (c) lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, lakes, streams, etc.; (d) use property within the Park, not sold to any Owner as interment space including preparing for, and interring or entombing, a deceased human being, or for anything necessary, incidental or convenient thereto. The Association also reserves for itself and for Owners and Visitors a perpetual right of ingress and egress over graves and lots for the purpose of passage to and from other graves and lots.

### **General Regulations**

37. All persons are welcome to enter the Park but they are required to enter and leave the Park by the public gates. The gates to the Park open at 7:00 a.m. and are closed at dusk. The doors to the Mausoleums are always locked. A key to the Mausoleum will be provided to the Owner of interment space in such Mausoleum but the Owner's key will only open the doors to the Mausoleum between 7:00 a.m. and dusk. During the Office's normal business hours, Visitors and Contractors may obtain a key from the Office to enter a Mausoleum and are required to promptly return the key after they leave the Mausoleum. Any person found on the grounds or in the Mausoleums after these closing times will be considered a trespasser and may be prosecuted.

38. The speed limit in the Park is 15 miles per hour; driving over this speed limit or driving off the designated roads is prohibited.

39. Fresh cut flowers are welcome on graves, but are not permitted on the crypts or niches in or near the Mausoleums. The Association reserves the right to remove such flowers and the holders containing the flowers when they become unsightly. Although the Owner or Visitor forfeits all right, title and interest in the holders and the Association may dispose of them at its sole discretion, the Association generally makes the holders available for reuse by any person. A barrel containing these recycled holders is located near the entrance to the Office.

40. Artificial flowers are welcome on crypts or niches in or near the Mausoleums. Attention should be given, however, to the following:

- Be extremely careful in selecting artificial flowers. Some types contain dye in the flowers or ribbons which can run and deface the front of a crypt or niche and possibly those below.
- Do not use flower arrangements that are too high or too bulky for the crypt or niche vase. These not only tend to obscure the engraving but may make the vase top heavy, causing it to tip over.
- Do not use sand, gravel, etc. in a crypt or niche vase to hold flowers in place. The use of styrofoam is suggested.
- Do not use wire to fasten flower arrangements to a vase. Wire rusts and can stain crypt and niche fronts.
- No pictures, flags, decals or items of a similar nature may be taped or wired to a crypt or niche front.

The Association reserves the right to remove flowers and any other types of adornments when and if they are unsightly. The Owner or Visitor forfeits all right, title and interest in such flowers or adornments and the Association may dispose of them at its sole discretion.

41. Potted flowers or plants, wreaths, baskets of flowers, and other seasonal adornments are welcome on graves on or around Easter Sunday, Mother's Day, Father's Day, Memorial Day, Veterans' Day, and Christmas, but are not permitted on the crypts or niches in or near the Mausoleums. The potted flowers or plants, wreaths, baskets of flowers and other seasonal adornments will be removed ten (10) days after these special days and the Owner or Visitor forfeits all right, title and interest therein and the Association may dispose of them at its sole discretion.

42. Winter wreaths and/or evergreen blankets are welcome on graves during the period from December 1 through March 1, but are not permitted on the crypts or niches in or near the Mausoleums. The winter wreaths and evergreen blankets shall be removed on or after March 1 or when they become unsightly and the Owner or Visitor forfeits all right, title and interest therein and the Association may dispose of them at its sole discretion.

43. The following are strictly prohibited in the Park, except with the express prior written approval of the Association that has been obtained after the effective date of these revised Rules and Regulations. Further, to the extent that such approval was obtained before the effective date of these revised Rules and Regulations (through, for example, the "red flag" program), such approval is hereby rescinded and revoked.

- Balloons, bird houses, candles, vigil lights, toys, stuffed animals, statutes, temporary markers, decorative flags, glassware, sprinkling cans, trellises, wind chimes, boxes, receptacles, or any other adornment similar in nature.
- Stones, shells, wood chips or any other similar landscaping material similar in nature.

- Any type of bench, chair or other similar furniture, except the concrete benches specifically approved by the Association.
- Digging of holes for any purpose whatsoever.
- Planting of any plant, bush, shrub or tree of any kind on lots and graves.
- Enclosures of any kind (such as a fence, coping hedge, or ditch) around any grave.
- Grave mounds; no grave shall be raised above the established grade.
- Dogs, cats or any other domestic animal.
- Bicycles, scooters, rollerblades, skateboards, or any thing similar in nature.
- Food (such as picnic lunches) and any type of intoxicating liquors.
- Profane or boisterous language that may in any way disturb the quiet and serenity of the Park.
- Marring any Memorial or taping or wiring any picture, flag, decal or items of a similar nature to any Memorial.
- Defacing anything within the Park.
- Removing or disturbing anything within the Park without the permission of the Owner of the interment space.
- Hunting, fishing, feeding or otherwise disturbing the fish, fowl, squirrels, or other animals in or about the Park.
- Picking, plucking or removing any plant or flower, either wild or cultivated, from any part of the Park or breaking or injuring of any tree or shrub within the Park.

44. The Association reserves the right to remove any fresh cut flowers, artificial flowers, potted flowers or plants, wreaths, baskets of flowers, blankets, landscaping materials, furniture, adornments or any other object placed on or at an interment space or in the Park in violation of these Rules and Regulations or if (a) such removal is necessary to facilitate the maintenance of the Park, (b) there is a risk that such object may be picked up and hurled by a mower blade, or (c) such removal is in the best interest of the Park. Further, the Owner or Visitor forfeits all right, title and interest therein and the Association may dispose of them at its sole discretion.

45. No person or persons shall be permitted to bring or carry fire arms within the Park except an on-duty law enforcement officer, an authorized employee of the Association, or a military guard of honor (and then only when in charge of a military officer and during a military service).

46. No money shall be paid to any Officer or employee of the Association; the entire time of such persons regularly employed to perform duties in the Park belongs to the Association. Owners and Visitors must not request such persons to perform any specific task for their benefit or otherwise engage them. All orders, inquiries and complaints must be directed to the Office.

47. All Owners, Visitors, and Contractors are reminded that the grounds are sacredly devoted to the burial of the human beings. Thus, it is of utmost importance that there should be a strict observance of all the proprieties due the place, whether or not embraced in the foregoing Rules and Regulations or New Jersey Cemetery Laws. All persons are welcome to inform the Association of any breach of proper decorum that may come to their attention.

48. Special cases may arise in which the literal enforcement of a Rule or Regulation may impose unnecessary hardship. The Association, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable. However, such exceptions, suspensions or modifications shall be temporary in nature and shall not constitute a waiver of the enforceability of these Rules and Regulations at any other time or be construed as affecting the general application of the Rules and Regulations. Further, to the extent that an exception, suspension or modification of the Rules and Regulations was obtained before the effective date of these revised Rules and Regulations (through, for example, the "red flag" program), such approval is hereby rescinded and revoked.

### Transfer of Interment Space

49. Interment space may only be transferred for the inurnment, entombment or burial of human remains or cremains. Each Owner is vested with the ownership of his or her interment space for this sole purpose and use of interment space for any purpose or in any other manner is prohibited.

50. No interment space or contracts for the purchase of interment space may be transferred without the written approval of the Association. Any and all transfers of interment space, whether by direct conveyance or by contracts for the transfer of such rights, are subject to the Rules and Regulations of the Park, the By-Laws of the Association, and the New Jersey Cemetery Laws which are in force and effect at the time of such transfer or which may be enacted, amended, or modified thereafter. This provision applies to all transfers, whether made directly by the Association or by an Owner.

51. All agreements for the sale or transfer of interment space by the Association must be on the form approved by the Association and signed by the Association. All terms and conditions for the sale of interment space shall be recited in the sales contract and there are no conditions or representations other than those contained in such sales contract. In particular, any verbal agreement or representation made in connection with the sale of interment space will not be recognized by the Association and is not enforceable.

52. The transfer of interment space by any Owner shall not be binding upon the Association unless approved by the Association through the process of the reconveyance of the interment space to the Association and the reissuance of a new deed by the Association to the new Owner. The same rule shall apply in all cases of assignment of a sales contract for interment space. This procedure is required in order that the Association may at all times have a complete and accurate record of all Owners.

53. The Association may refuse to consent to the transfer of interment space if there is any indebtedness due to the Association and/or the M&P Fund from the Owner pursuant to the books and records of the Association. All transfers shall be subject to a charge for each deed and/or transaction handled, which charge must be paid to the Association before the transfer is made. All interested parties must come in person to the Office for a transfer to be effectuated.

54. The subdivision or subleasing of interment space is not allowed without the consent of the Association and no one shall be buried in any grave or lot not having an interest in the interment space therein, except by written consent of the Association, the Owner, and all other parties who may have an interest in interment space.

55. The Association may exchange interment space when requested by Owners, but not for interment space of lesser value. When such an exchange is made, the original deed for such interment space must be surrendered to the Office by proper assignment, or by reconveyance (if necessary) before any exchange will be made.

56. No conditional or partial transfer of interment space, and no transfer of an undivided interest of interment space, is permitted, except to a person or persons who are already co-Owners, in that the Association is not, and cannot be, responsible for the carrying out of the intent of the grantor.

57. The Owner of interment space may transfer such space by will if it is identified specifically in the will rather than by a residuary clause or general reference to real property. Otherwise, or if an Owner dies intestate, the interment space will descend pursuant to and in accordance with the New Jersey Cemetery Laws (e.g., first, to the surviving spouse and the Owner's children (per stirpes) as equal tenants in common).

58. The Association is permitted to reclaim interment space under specific conditions as set forth in, and in accordance with, the New Jersey Cemetery Laws.

59. Certain fees and charges are required to be collected by the Association and deposited into the M&P Fund pursuant to, and in accordance with, the New Jersey Cemetery Laws. At the time of the publication of these Rules and Regulations, the Association is required to, and shall, collect the following fees and charges (which are subject to change). The Association currently includes these charges in its total sales prices:

- (a) on the initial sale by the Association of interment space in a grave or lot, a sum equal to a minimum of 15% of the initial gross sales price of such interment space;
- (b) on the initial sale by the Association of interment space in a crypt or niche located in or near the Mausoleums, a sum equal to a minimum of 10% of the initial gross sales price of such interment space;
- (c) on the transfer of interment space in a grave or lot, a sum equal to a minimum of 15% of the gross sales price of the interment space in each grave or lot, less any amounts previously paid into the M&P Fund in connection with the prior sale and/or transfer of such interment space;

- (a) on the transfer of interment space in a crypt or niche located in or near the Mausoleums, a sum equal to a minimum of 15% of the gross sales price of the interment space in each crypt or niche, less any amounts previously paid into the M&P Fund in connection with the prior sale and/or transfer of such interment space;
- (b) for each interment, a sum equal to a minimum of 3% of the charge for interment or \$20, whichever is more;
- (f) for a Memorial placed on a grave, a sum equal to a minimum of 10% of the charge for installation of the Memorial or \$20, whichever is more.

For purposes of calculating the amount to be collected in subparagraphs (c) and (d) above, the gross sales price shall be deemed to be the higher of (a) the price set forth in an affidavit relating to the transfer executed by the seller and the purchaser or (b) the initial gross sales price charged by the Association for similar interment space in existence at the time of the transfer. The Association is not required to collect any fees or charges for the transfer of interment space (as set forth in subparagraphs (c) and (d) above) to the Association or to the next of kin.

### **Interment/Funeral Charges and Regulations**

60. Interment and funeral arrangements shall be made by the person appointed by the decedent, or designated by the New Jersey Cemetery Laws (e.g., the surviving spouse or majority of surviving adult children), to control such arrangements or a funeral director authorized to act on such person's behalf. The grave, crypt or niche must be located by the Owner of the interment space or a representative thereof; assistance in this regard may be requested at the Office.

61. All interment and funeral service charges (including the opening and closing charges for a grave, crypt or niche) are posted at the Office and are payable in advance. No interment shall be made until the following are paid in full: (a) funeral, interment and any other service charges; (b) the purchase price for the interment space being used; and (c) amounts to be collected by the Association for the M&P Fund.

62. Orders for a grave, crypt or niche opening must be made at least two business/working days in advance of interment (excluding Saturday, Sunday, and holidays).

63. No interments will be made on Sundays or Christmas Day. Exceptions to this rule will be made only in cases of death from a contagious disease or when approved by the Association.

64. A signed interment order and a burial permit are required for interment. All openings and closings of graves, crypts, and niches, and all interments shall be made by the Association.

65. Funerals shall be subject to the direction of the Association after entering the gates of the Park.

66. Four cremains may be buried in one grave. In certain areas of the Park and under certain circumstances as set forth in the New Jersey Cemetery Laws, two human remains may be buried in one grave. Two human remains may be placed in a companion crypt specifically designed to hold two remains.

67. Only concrete, metal, or fiberglass vaults approved by the Park are permitted to be used.

68. Funeral flowers, holders, containers, baskets and easels may be removed on the fifth day after the funeral and may be disposed of at the Association's sole discretion.

69. The Association may, at its sole discretion, temporarily store human remains or cremains in its receiving vault, subject to and in accordance with applicable New Jersey Cemetery Laws. A deposit may be required by the Association in advance of storing such remains in the receiving vault; information as to the amount of the deposit and any other related charges is available in the Office. The length of time human remains or cremains will be permitted to stay in the receiving vault will, in all cases, be determined by the Association and the Association reserves the right to transfer such remains from the receiving vault to the final interment space, whenever it may appear necessary. The Association will notify the funeral establishment that originally arranged for the temporary storage and the next of kin at least seven days before the transfer from the receiving vault. Owners, Visitors, and other persons are not permitted to enter the receiving vault without prior written permission from the Association.

70. Information about disinterment or removal of human remains or cremains from a grave, crypt or niche may be obtained in the Office. In general, the person desiring such disinterment or removal must present a disinterment permit and be authorized in writing to do so by the Owner and the decedent's surviving spouse, adult children, or other next of kin. All openings and closings of graves, lots, crypts, and niches, and all disinterments, removals, or transfers of human remains or cremains from one interment space to another shall be made by the Association. Disinterment permits shall remain on file in the Office.

71. When a removal is made, a steel, concrete, or fiberglass vault must be used for the re-interment if one was not previously used in the initial interment. If a steel, concrete, or fiberglass vault was used in the initial interment and the same is in a removable condition, the charge for removal and transfer of vault must be paid in advance to the supplier of the vault. Arrangements for the vault removal must be made by someone other than the Association. The service charge for the removal and transfer of human remains or cremains shall be in accordance with prices posted at the Office and are payable in advance.

### **Memorials**

72. The Association has adopted regulations relating to the size, form, color, class, composition, material, construction, inscription and placement of all Memorials within the Park in order to maintain uniformity among the Memorials. Most, but not all, of these regulations are set forth herein. The approval of the Association is required before a Memorial is ordered to insure that it complies with the Association's regulations.

73. The type of Memorial to be placed at a crypt or niche in the Mausoleum has already been selected by the Association (in connection with the construction of the Mausoleum). The Association is responsible for the ordering of, the delivery and installation of, and the cost of the basic inscription on, a Memorial placed at a crypt or niche in or near the Mausoleums, with the exception that the Owner is responsible for the cost of any picture, emblem, or other object placed on the Memorial. The approval of the Owner and the Association is required with respect to the inscription of the Memorial and the approval of the Association is required before any picture, emblem, or other object may be placed at any crypt or niche.

74. The type of Memorial to be placed on a grave shall consist of a flat bronze marker and a pre-cast concrete or granite base that provides a minimum border of two (2) inches surrounding the marker. The marker and base are set level with the ground. The Owner, not the Association, is responsible for the ordering, the delivery, and cost of the marker and base. The Owner, or any one duly authorized to act for or on behalf of an Owner, must obtain written approval of size, design, background, lettering style, and inscription of a marker and its base from the Association before ordering any marker or base.

75. The markers placed on graves must meet the following specifications:

- (a) The size of a standard single grave marker shall be approximately 14 x 24 inches. The size of a standard double grave marker shall be approximately 14 x 44 inches in size; only a double marker may be set to embrace two or more graves. The size of a single cremains marker, and a marker in the section of the Park specifically designed for the interment of babies, shall be approximately 6 x 6 inches in size; double markers are not permitted for cremains.
- (b) Only one family name is permitted on each marker, unless approved in writing by the Association at the time of the sale of the interment space.
- (c) All markers (and bases therefor) shall be set on uniform lines as prescribed by the Association, to conform to the general plan of the Park.
- (d) Each bronze marker shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections which would be visible from a distance of three (3) feet.
- (e) All exposed surfaces of a marker shall be smooth. No sand-like roughness will be permitted. No sulphide finished or painted or pigmented lacquer finishes will be permitted on markers.
- (f) All letters, numerals, ornamentation and insignia on a marker must be hand chased, finely buffed and highlighted and must not exceed certain height and other restrictions so that they do not impede the Association's ability to maintain the Park.

- (g) Backgrounds of all markers shall be of sculptured texture per approved sample in Office. Background shall be finished in medium dark statuary bronze color, secured by entirely chemical means through the formation of cuprous oxide and cupric oxide on the background surface.
- (h) Subsurface vases are no longer permitted in the Park.
- (i) Each marker and base shall be cast with integral bosses on the back in locations specified by the Association. These bosses shall be drilled and tapped to receive 3/8" diameter anchor rods of brass or bronze six (6) inches in length, these anchor rods to be supplied to the Association with the required nuts and washers.

76. Each marker shall consist of the following bronze alloy:

Not less than.....	87% Copper,	Not less than.....	5% Tin
Not more than.....	2½% Lead,	Not more than .....	5% Zinc
All other elements in total not to exceed 1%			

If the Association believes for any reason that any marker which is ordered by anyone for installation in the Park is constructed of an alloy not qualifying under the minimum requirements stated herein, the Association may, at its option, require the person offering such memorial for installation, to furnish an affidavit from the manufacturer containing an analysis of the elements in said memorial.

77. The Association reserves the right to waive the minimum requirements for a Memorial to be placed on a grave if the Memorial is being furnished for a veteran by the federal government. Information about the right of a veteran to obtain a Memorial from the federal government may be obtained at the Office.

78. All orders for the installation of a marker and base must be submitted for approval on work authorization forms provided for that purpose and signed by the Owner of the interment space.

79. All markers and bases shall be installed by the Association. The Association shall assume responsibility for the proper construction of the foundation and the proper installation of such marker and its base; but the Association 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 Association.

80. The charges for the building of a foundation, the installation of a marker and base, and the M&P Fund relating to a Memorial placed on a grave shall be uniform, are generally computed on the total square inches of the surface area of the base, and are posted in the Office. Where a double marker has been installed, there will be an additional charge for the pre-need side at the time of the installation to cover the cost of its removal and replacement at the time the second burial is made. Also, in the event a marker or base of any unusual or special size or shape is approved by the Association, the Owner shall pay the fair and reasonable cost of the special form required to construct the foundation for such marker and base. No grave Memorial may be installed until all charges have been paid in full.

81. Markers and bases sold by a contractor shall not be removed if there is a default in the payment therefor without written consent of the Owner and the Association. When any marker or base is removed, the foundation must also be removed, and the grave shall be restored to good condition by the Association at the expense of the contractor.

82. Markers or bases removed from other cemeteries, and approved for installation in the Park, must be cleaned thoroughly before being brought into the Park, not after.

83. If any Memorial, or any inscription, picture, emblem or other object placed thereon, shall be determined by the Association to be improper or offensive, or if a Memorial becomes unsafe for any reason, the Association shall have the right to remove, change, or correct same and the Owner of such Memorial forfeits all right, title and interest therein and the Association may dispose of same at its sole discretion.

### Maintenance and Preservation of the Park

84. The New Jersey Cemetery Laws provide that each cemetery shall establish an irrevocable trust fund, the income from which shall be expended for the maintenance and preservation of the cemetery. This fund is called the Maintenance and Preservation Fund and is referred to herein as the M&P Fund. The New Jersey Cemetery Laws further provide that certain fees and charges are required to be collected by the cemetery and deposited into the M&P Fund. See paragraph 59 above.

85. The Association has established an M&P Fund pursuant to, and in accordance with, the New Jersey Cemetery Laws. Information about the amount of the M&P Fund is available in the Office. The M&P Fund is deposited and invested in accordance with the New Jersey Cemetery Laws. The income from the M&P Fund shall be used to maintain and preserve the Park. This means that the maintenance and preservation of the Park shall be within the limits permitted by the income derived from the M&P Fund.

86. The Association is responsible for the maintenance and preservation of the Park. Maintenance and preservation of the Park will be done by the employees of the Association under the direction of the Trustees, Officers and/or Manager. No person other than the employees of the Association shall be allowed to perform any type of work whatsoever on any grave, lot, crypt and/or niche within the Park except with the express prior written approval of the Association that has been obtained after the effective date of these revised Rules and Regulations. Further, to the extent that such approval was obtained before the effective date of these revised Rules and Regulations (through, for example, the "red flag" program), such approval is hereby rescinded and revoked.

87. If, and to the extent that, permission is granted to allow a person (other than an employee of the Association) to perform any work whatsoever on any grave, lot, crypt and/or niche within the Park, the work must be performed under the supervision of the Association (and for which a fee may be charged for such supervision).

88. To the extent permitted by, and within the limits of, the income derived from the investment of M&P Fund, the Park will be maintained and preserved by the Association in keeping with a well-preserved memorial park and mausoleum, including but not limited to:

- grading, surveying, landscaping, erecting, and maintaining improvements of any kind or nature;
- planting, sodding, trimming, cutting, or removing of cutting of any and all trees, shrubs, plants, vines, grass, and herbage of any kind;
- trimming grass from the edges of Memorials;
- resetting Memorials flush with the ground if they tilt due to earth settling or because of weather action;
- cleaning, clearing or dredging the lake, any stream, or any other body of water in the Park;
- maintaining the fountains in the lake;
- repairing (but not replacing) Memorials if the damage is caused by the gross negligence of the employees of the Association;
- procuring, maintaining and keeping in reasonable condition the machinery, tools and equipment needed to maintain the Park, and replacing same when necessary; and
- keeping in repair the Mausoleums, drains, water lines, roads, buildings, fences and other structures, including features and embellishments of a general character applicable to the cemetery as a whole or to a particular area and painting, cleaning or otherwise preserving same at reasonable intervals.

89. The Association is not responsible for any special care with respect to an individual grave, lot, crypt, or niche. Requests for any special work may be made at the Office, and any and all charges for the work must be paid in advance of such work.

90. The Association, as well as the Trustees, the Officers, and the Manager, are not responsible for maintenance, preservation, repair, or replacement of any Memorial, or buildings, structures or other property within the Park, when the damage is caused by: (a) vandals, thieves, acts of God, common enemies, riots, or by the order of any military or civil authority, or (b) unavoidable accidents or general negligence of the Association's employees that is beyond the reasonable control of the Association.

91. The Association reserves the right to remove any adornment or other object placed on or at an interment space or in the Park in violation of these Rules and Regulations or if (a) such removal is necessary to facilitate the maintenance of the Park, (b) there is a risk that such object may be picked up and hurled by a mower blade, or (c) such removal is in the best interest of the Park. Further, the Owner or Visitor forfeits all right, title and interest therein and the Association may dispose of them at its sole discretion.

# AMENDED AND RESTATED BY-LAWS

## ARTICLE I

### GENERAL

**Section 1.01 - Name and Corporate Status.** The name of this corporation is Lakeview Memorial Park Association. It is hereinafter referred to as the "Association." The Association is a non-profit New Jersey corporation incorporated under "An Act To Authorize The Incorporation Of Rural Cemetery Associations And Regulate Cemeteries" (Revision Of 1875, As Amended And Supplemented). The Association's Certificate of Incorporation was recorded on or about January 8, 1930 with the Clerk of Burlington County, New Jersey. The Association also is licensed by the New Jersey Cemetery Board (License #0004).

**Section 1.02 - Non-Profit Status.** The Association is exempt from federal income taxation as an organization of the type described in Code §501(c)(13) of the Internal Revenue Code of 1986, as amended (the "Code"), or the corresponding provisions of any subsequent law. The Association shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity, that would invalidate its status as a non-profit organization.

**Section 1.03 - Purposes.** The Association is organized exclusively for the purpose of: (a) procuring and holding lands to be used or dedicated for use for burial and/or entombment of human remains or cremains; (b) owning, operating, managing, supervising, maintaining, and/or preserving the cemetery grounds (including, but not limited to the graves and lots), lakes, streams, dams, drains, water lines, roads, fences, buildings and other structures (including by not limited to the mausoleums and the office) located within and that are part of the garden cemetery known as Lakeview Memorial Park located in Cinnaminson Township, Burlington County, New Jersey (collectively, the "Park"); and (c) such other purposes permitted under all statutes, codes, rules, and regulations concerning cemeteries enacted by the State of New Jersey or the New Jersey Cemetery Board including, but not limited to, the New Jersey Cemetery Act, 2003 (N.J.S.A. §§45:27-1, et. seq.) and the Cemeteries Chapter of the New Jersey Administrative Code (N.J.A.C. 13:44J-1, et seq.), as amended from time to time (collectively, the "New Jersey Cemetery Laws").

In furtherance of the purposes set forth above, the Association shall have all of the powers created by the New Jersey Cemetery Laws and any other applicable state or federal statutes, codes, rules, regulations and laws (collectively and with the New Jersey Cemetery Laws, the "law"), so long as they are consistent with the requirements of Code §501(c)(13), or the corresponding provisions of any subsequent law, including but not limited to the power to accept gifts, grants, devises, bequests of funds, or any other property from any public or governmental bodies and any private persons who shall include, but not be limited to, private and public foundations, corporations and individuals.

## ARTICLE II

### OFFICES

**Section 2.01 - Principal Office.** The Principal Office of the Association shall be located at Route 130 North, P.O. Box 2830, Cinnaminson, New Jersey 08077. The Board of Trustees may change said Principal Office from time to time, and the Association may have such additional offices as the Board of Trustees may designate or as the activities of the Association may require from time to time.

**Section 2.02 - Registered Office.** The Registered Office of the Association maintained in the State of New Jersey shall be identical with the Principal Office, and the Board of Trustees may change the address of the Registered Office from time to time.

**Section 2.03 - Registered Agent.** The Registered Agent of the Association shall be the President of the Association whose business office is identical with the Registered Office of the Association. The Board of Trustees may change the Registered Agent of the Association from time to time.

## ARTICLE III

### MEMBERSHIP AND VOTING

**Section 3.01 - Membership.** In accordance with the New Jersey Cemetery Laws, each owner of an interment space at the Park is a member of the Association. Members of the Association are entitled to attend the Annual Meeting, to nominate a member for the office of a Trustee, and to elect the Trustees at the Annual Meeting in accordance with Sections 4.02 and 6.01 below. Members also are entitled to attend a special meeting that is called at the written request of a majority of the members in accordance with Section 4.07 below.

**Section 3.02 - Voting.** Each member shall have one (1) vote for each grave, crypt or niche owned whenever voting by the members is required under the provisions of these By-Laws, the Certificate of Incorporation or any applicable law. The right to vote shall be determined by the Secretary of the Association by a review of the Association's records at a date which is twenty (20) days prior to such vote. Voting also shall be subject to the following qualifications:

- (a) If a grave, crypt or niche is owned by more than one person, then a majority of its owners shall decide among themselves who shall cast the vote.
- (b) An owner shall not be entitled to vote unless all charges and assessments against the grave, crypt or niche have been paid.
- (c) Proxy voting shall be permitted except that a proxy shall not be valid for more than three (3) years after its date.
- (d) Any person who owns certificates of interest or indebtedness shall have one (1) vote for each \$250.00 of the face amount of the certificates.
- (e) A person, corporation, partnership or association that owns more than one (1) grave, crypt or niche shall have one (1) vote for each grave, crypt or niche owned, except that such person, corporation, partnership or association shall not have more than one hundred (100) votes in the aggregate.
- (f) An heir or a specific devisee of a deceased owner of an interment space is a member and shall be entitled to vote if, at least twenty (20) days before such vote, such heir or specific devisee shall deliver to the Secretary of the Association an affidavit to the effect that he or she is the sole heir at law of the deceased owner or a certified copy of the will of the deceased owner creating a specific disposition of the interment space to the specific devisee. If there is more than one heir or specific devisee, they shall designate, in writing, one person to vote and shall deliver such written designation to the Secretary of the Association at least twenty (20) days before such vote. The heirs of heirs of a member shall have no right to vote.

**Section 3.03 - Quorum.** For purposes of voting by members, a quorum shall be a majority of the members present and entitled to vote (in accordance with Section 3.02) at a meeting in person or by proxy, as shown by the records of the Association at a date twenty (20) days prior to vote.

## ARTICLE IV

### BOARD OF TRUSTEES

**Section 4.01 - Number and Qualifications.** The Board of Trustees shall consist of no less than six (6) and no more than ten (10) persons. The Trustees shall be residents of the State of New Jersey, at least eighteen (18) years of age and must be members of the Association.

**Section 4.02 - Election and Term of Office.** The six (6) initial Trustees were set forth in the Certificate of Incorporation of the Association. Thereafter, the Trustees were, and continue to be, nominated to fill the office of the Trustee in accordance with Section 6.01 below and elected at the Annual Meeting. The nominated members receiving the highest number of votes by a majority of the members that are entitled to vote and are present in person or by proxy



(which proxy is duly filed with the Association) shall become the Trustees of the Association. The Trustees shall serve for terms of three (3) years each and until their successors are elected, qualified and accepted into office or until the Trustee's earlier death, resignation, or removal. The terms shall be staggered so that approximately one third of the Board of Trustees is elected at each Annual Meeting. There is no limit to the number of terms a Trustee may serve.

**Section 4.03 - Resignation and Removal.** Any Trustee of the Association may resign at any time by giving written notice thereof to the President of the Association. Such resignation shall take effect at the time specified therefor and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective. A Trustee may be removed with or without cause by the affirmative vote of a majority of the entire Board of Trustees. A Trustee whose removal is to be considered shall receive at least two (2) weeks' notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal.

**Section 4.04 - Vacancies.** A vacancy in the Board of Trustees arising from any cause may be filled for the unexpired portion of the vacated term by a majority vote of the remaining Trustees (though less than a quorum) or by a sole remaining Trustee and may be based on the recommendations of the Nominating Committee. Each person so selected shall be a Trustee to serve until the next election and until a successor has been selected and qualified or until the Trustee's earlier death, resignation or removal.

**Section 4.05 - General Powers.** The business and affairs of the Association shall be managed and controlled by its Board of Trustees. Subject to these By-Laws of the Association, the Board of Trustees shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Association.

**Section 4.06 - Annual Meeting.** The Trustees of the Association shall hold an Annual Meeting and report at each Annual Meeting on their activities, the management and the condition of the Park, and the business and affairs of the Association. The Annual Meeting shall be held on the fourth (4<sup>th</sup>) Tuesday of January, at 2:00 p.m. At least twenty (20) days before the Annual Meeting, a notice of such Meeting shall be placed at some prominent place at the office of the Association and shall be published in a newspaper having general circulation in Burlington County, New Jersey. Notwithstanding the foregoing, the date, time and place of the Annual Meeting may be changed by the Board of Trustees provided notice of such change of date, time and/or place, as the case may be, is given in accordance with this Section 4.06.

**Section 4.07 - Special Meetings.** All meetings of the Board of Trustees other than the Annual Meeting shall be special meetings. Special meetings of the Board of Trustees may be called for any purpose or purposes by the President or a Trustee. In addition, a special meeting may be called for any purpose or purposes by the written request of a majority of the members of the Association who are entitled to vote pursuant to Section 3.02 above as determined by the Secretary of the Association by a review of the Association's records at a date which is twenty (20) days prior to such meeting. Notice of a special meeting shall be given to the Trustees in a manner so as to be received not less than ten (10) days' prior to such meeting; however, this time period for such notice may be reduced and the meeting may be conducted by telephone if the emergent nature of the business to be transacted at the meeting justifies same. The notice shall specify the time and place of the meeting but does not need to specify the business to be transacted at or the purpose of such meeting. Members of the Association are only entitled to attend a special meeting that is called at the written request of a majority of the members.

**Section 4.08 - Voting Rights and Quorum.** Each Trustee shall be entitled to one (1) vote on each matter submitted to a vote of the Trustees. A majority of the number of Trustees fixed by Section 4.01 shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. If less than quorum is present at a meeting, a majority of the Trustees present may adjourn and reconvene the meeting from time to time, and any tentative transaction of business by those present may be ratified and confirmed by vote at a subsequent or adjourned meeting by a quorum.

**Section 4.09 - Manner of Action.** The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is otherwise required by the provisions of the Certificate of Incorporation, these By-Laws or other applicable law. A Trustee of the Association who is present at a meeting of the Board of Trustees at which action on any corporate matter is taken shall be presumed to have consented to the action taken, unless the Trustee's dissent shall be placed on the record and entered in the minutes of the meeting.

**Section 4.10 - Action by Unanimous Consent.** Any action which may be taken at a meeting of the Board of Trustees may be taken without a meeting if unanimous consent is obtained, either verbally or in writing, and such consent shall be noted in the corporate records.

**Section 4.11 - Compensation and Expenses.** The Trustees shall be compensated for their attendance at the Annual Meeting and at any special meetings in such amount as the Board of Trustees shall deem reasonable and appropriate. Trustees also may be reimbursed for any expenses incurred by them in connection with performance of their official duties upon presentation of documents supporting such expenses or as the Board of Trustees may otherwise deem appropriate.

**Section 4.12 - Attendance by Trustees.** The Trustees are expected to attend the Annual Meeting and all other Board meetings. It shall be the duty of the Secretary of the Board to communicate with any Trustee after such Trustee's three unexcused, consecutive absences to ascertain continuing interest in Board membership. Failure to provide an adequate response may qualify as sufficient cause for removal from the Board of Trustees.

## **ARTICLE V**

### **OFFICERS**

**Section 5.01 - Officers.** The Officers of the Association shall include a President, Secretary and Treasurer. The Officers may also include a Vice President and such other Officers as may be deemed necessary by the Board of Trustees. The President and Vice President shall be elected by the Board of Trustees from the membership of the Association. The Secretary, the Treasurer, and any other Officer shall be elected by the Board of Trustees, but need not be members of the Association. The same person may hold any two or more offices, but no Officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by these By-Laws or applicable law to be executed, acknowledged or verified by two or more Officers.

**Section 5.02 - Election and Term of Office.** At the Annual Meeting of the Board of Trustees, or as soon thereafter as may be convenient, the Board of Trustees shall elect the Officers of the Association. Each Officer shall serve for terms of one (1) year until the officer's successor is elected, qualified and accepted into office or until the Officer's earlier death, resignation or removal. There is no limit to the number of terms an Officer may serve in any one position.

**Section 5.03 - Resignation and Removal.** Any Officer of the Association may resign at any time by giving written notice thereof to the President. Such resignation shall take effect at the time specified therefor and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective. Any Officer elected by the Board of Trustees may be removed with or without cause by the affirmative vote of a majority of the Board of Trustees, but such removal shall be without prejudice to the contract rights, if any, of the persons so removed. An Officer whose removal is to be considered shall receive at least two (2) weeks' notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal.

**Section 5.04 - Vacancies.** A vacancy in any office arising from any cause may be filled for the unexpired portion of the vacated term by a majority vote of the Board of Trustees and may be based on the recommendations of the Nominating Committee. Each person so selected shall be an Officer to serve until the next election and until a successor has been selected and qualified or until the Officer's earlier death, resignation or removal.

**Section 5.05 - President.** The President shall be the Chief Executive Officer of the Association. Subject to the control of the Board of Trustees, the President shall in general supervise and control all the business and affairs of the Association. The President shall, when present, preside at all meetings of the Board of Trustees. Unless otherwise directed by the Board, all other Officers shall be subject to the authority and the supervision of the President. The President may enter into and execute in the name of the Association any contracts or other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof shall be especially delegated by the Board of Trustees or by these By-Laws to some other Officer or agent of the Association, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the Office of President and such other duties as may be prescribed by the Board of Trustees from time to time. The President may delegate from time to time to any other Officer, any or all of such duties and authority.

**Section 5.06 - Vice President.** The Vice President shall perform such duties and have such authority as from time to time may be delegated to the Vice President by the President or by the Board of Trustees. In the absence of the President or in the event of the President's death, disability or refusal to act, the Vice President shall perform the duties and be vested with the authority of the President.

**Section 5.07 - Secretary.** The Secretary shall (a) keep the minutes of the meetings of the Board of Trustees and record all votes in one or more books provided for that purpose; (b) ensure that all notices are duly given in accordance with the provisions of these By-Laws and/or the Certificate of Incorporation or as required by law; (c) maintain and post at the Association's Principal Office a list of the names of the Trustees and Officers of the Association; (d) be custodian of the Association's books and records; and (e) in general perform all duties incident to the Office of Secretary and such other duties as from time to time may be prescribed by the President or by the Board of Trustees. The Secretary also shall, at least ten (10) days before the Annual Meeting, compile a full, true, and complete list of all members entitled to vote (in accordance with Section 3.02) and the number of votes to which each is entitled.

**Section 5.08 - Treasurer.** The Treasurer shall (a) have charge and custody of, and be responsible for, all funds and securities of the Association; (b) receive, and give receipts for, monies due and payable to the Association from any source, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with and/or required by the provisions of these By-Laws, the Certificate of Incorporation, the New Jersey Cemetery Laws and/or any other applicable law; (c) keep or cause to be kept regular books of account for the Association; and (d) in general perform all duties incident to the Office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Trustees. The Treasurer may request to become an ex-officio member of any committee of the Association empowered to disburse or commit corporate funds, which request shall be granted unless there is reasonable cause to decline same. The President or the Board of Trustees also may require that the Trustee provide a bond to insure the faithful discharge of his or her duties as Treasurer in such sum and with such surety as the President or the Board of Trustees may from time to time require.

**Section 5.09 - Additional Officers.** In addition to the Officers hereinabove described, additional Officers may be appointed by a majority of the Board of Trustees and shall perform such duties as shall be assigned to them by the Board of Trustees.

**Section 5.10 - Compensation and Expenses.** Officers are deemed to be employees of the Association and may be compensated as salaried employees in such amounts as the Board of Trustees shall deem reasonable and appropriate. Officers also may be reimbursed for any expenses incurred by them in connection with performance of such Officer's official duties upon presentation of documents supporting such expenses or as the Board of Trustee may otherwise deem appropriate.

## ARTICLE VI

### NOMINATING AND OTHER COMMITTEES

#### **Section 6.01 - Nominating Committee.**

(a) The President annually, and not later than November 15<sup>th</sup> of each year, shall appoint a Nominating Committee of not less than 3 nor more than 5 members, who may be the incumbent Trustees, Officers or employees of the Association. The Nominating Committee shall elect a chairperson.

(b) The Nominating Committee shall meet at the Principal Office of the Association on the second (2<sup>nd</sup>) Tuesday in December at 2 p.m. of each year and, at such meeting, the chairman of the Nominating Committee shall present a list of members nominated by the Nominating Committee for the office of the Trustee to be filled at the Annual Meeting and a vote on such nominations shall be taken. After such vote, the meeting may be adjourned by the chairman and no nominations may be made after the adjournment of such meeting.

(c) Written petitions signed by at least 100 members of the Association requesting the nomination of a specific member for the office of the Trustee also may be delivered to the Nominating Committee at such meeting. If there are two or more petitions and the same members signed more than one petition, their names shall not be counted on said petitions. Written petitions will not be accepted after the adjournment of the meeting of the Nominating Committee.

(d) The list of the members presented by the Nominating Committee together with any additions by petition shall be posted by the Secretary of the Association in the Principal Office of the Association and shall be published in the notice of the Annual Meeting.

#### **Section 6.02 - Formation and Membership of Other Committees.**

(a) The Board of Trustees, by a majority vote, may form one or more committees as are deemed appropriate by the Board (including a nominating committee for mid-year appointments to the Board of Trustees or the election of Officers). The members of the committees shall be appointed by the Board of Trustees and all committees shall consist of at least one (1) Trustee and may include non-Trustees. Each member shall be entitled to one (1) vote and the committee members shall promptly elect a chairperson. The Board of Trustees, by a majority vote, also may discharge and or disband any committee and/or remove, with or without cause, a member of, fill any vacancies in, or otherwise change the membership of, any committee.

(b) Each committee shall have and may exercise such power as may be conferred or authorized by the Board of Trustees; provided, however, that no such committee shall have the authority to (i) amend, alter or repeal these By-Laws or the Certificate of Incorporation; (ii) elect, appoint or remove any Trustee or officer of the Association; (iii) adopt a plan of merger or adopt a plan of consolidation with another Association; (iv) authorize the sale, lease, exchange or mortgage of all or substantially all the property and assets of the Association; (v) adopt a plan for the voluntary dissolution of the Association or the distribution of the assets of the Association; or (vi) amend, alter or repeal any resolution of the Board of Trustees. The designation and appointment of any committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees or any individual Trustee of any responsibility imposed upon the Board or the Trustee by these By-Laws, the Certificate of Incorporation or other applicable law.

(c) The chairman shall schedule and conduct the meetings of the committee. A majority of the members of the committee shall constitute a quorum and any transaction of a committee shall require a majority vote of the quorum present at any meeting. Each committee shall keep minutes of its meetings and report to the Board of Trustees of its action within a reasonable time subsequent thereto.

## ARTICLE VII

### INDEMNIFICATION OF TRUSTEES AND OFFICERS

The Association shall indemnify every Trustee and Officer to the full extent permitted by law. A Trustee or Officer shall not be personally liable to the Association for damages for breach of any duty owed to the Association, its members or beneficiaries or its Board of Trustees, except that nothing contained herein shall relieve a Trustee or Officer from liability for any breach of a duty based on an act or omission: (a) in breach of such person's duty of loyalty to the Association; (b) not in good faith or involving a knowing violation of law; or (c) resulting in receipt by such person of an improper personal benefit.

## ARTICLE VIII GIFTS

**Section 8.01 - Acceptance of Gifts.** The Board of Trustees may accept on behalf of the Association any gift for the general purpose or for any special purpose of the Association. The Board of Trustees may authorize any Officer to accept on behalf of the Association any gift and such authority may be general or confined to specific funds, accounts, or purposes.

**Section 8.02 - Conditions and Limitations.** Any person who shall give any property to the Association may make such gift subject to such conditions and limitations as to the use of the principal or income as the donor may see fit, and may specify such uses for the principal or the income as the donor may desire, provided such conditions, limitations, specifications and provisions are consistent with the general purposes of the Association and permitted by applicable law. The Board of Trustees has, however, the right to reject or refuse to accept any gift if such gift would not be in the best interests of the Association to accept such gift or if the conditions, limitations, specifications and provisions placed upon such gift are inconsistent with the general purposes of the Association. Unless the terms expressly provide otherwise, all gifts shall be deemed irrevocable.

## ARTICLE IX CONTRACTS AND BANKING

**Section 9.01 - Contracts.** Except as otherwise prohibited by applicable law, the Board of Trustees may authorize any Trustee or Officer to enter into any contract or to execute or deliver any instrument on behalf of the Association and such authority may be general or confined to specific instances.

**Section 9.02 - Banking.** The Board shall establish a policy setting the amount above which checks must have two signatures. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Trustees may elect and/or as otherwise required by the New Jersey Cemetery Laws or other applicable law. All funds received and accepted by the Association shall become a part of the Association's property. Subject to any limitations, conditions or requirements of the New Jersey Cemetery Laws or other applicable law (for example, with respect to the Maintenance and Preservation Fund), the Association's property may be commingled with other assets of the Association. Such property also may be placed in any number of separate and distinct funds or accounts wherever the conditions, limitations or instructions of the gift require a separate fund or account, or whenever required by law or the Board of Trustees, in its judgment, determines that such property should be placed in a separate and distinct fund or account.

**Section 9.03 - Maintenance and Preservation Fund.** The New Jersey Cemetery Laws provide that each cemetery shall establish an irrevocable trust fund called the Maintenance and Preservation Fund (the "M&P Fund"). The New Jersey Cemetery Laws further provide that certain fees and charges are required to be collected by the cemetery and deposited into the M&P Fund, that the funds in the M&P Fund be deposited in, and invested by, certain regulated financial institutions, and that the income from the M&P Fund shall be used to maintain and preserve the Park. Accordingly, the maintenance and preservation of the Park shall be within the limits permitted by the income derived from the M&P Fund.

**Section 9.04 - Loans.** No loan shall be made by or to this Association and the Board of Trustees shall issue no evidence of indebtedness in its name, unless authorized by a vote of the majority of the Trustees. Such authority may be general or confined to specific instances; provided, however, the Association shall make no loans to its Trustees or Officers

**Section 9.05 - Other Trust Responsibilities.** The Association also is authorized to serve as Trustee of trusts established wholly or partially for the benefit of the Association, including charitable remainder trusts where the Association is a remainderman or one of the remaindermen. The Association may appoint one or more banks or other corporate fiduciaries authorized to carry on a trust business in the State of New Jersey to carry out any duties of fund management, investment or trusteeship for an on behalf of the Association.

## ARTICLE X CONFLICT OF INTEREST POLICY

**Section 10.01 - Purpose.** The purpose of the conflict of interest policy is to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Trustee or an Officer or might result in a possible excess compensation for such transaction or arrangement. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **Section 10.02 - Definitions.**

(a) **Interested Person.** Any Trustee, Officer, or member of a committee with governing board delegated powers, who has a financial interest, as defined below, is an interested person.

(b) **Financial Interest.** A person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family, an actual or potential ownership or investment interest in, or a compensation arrangement with, entity or individual with which the Association is negotiating or has a transaction or arrangement. A compensation arrangement includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

### **Section 10.03 - Procedures.**

(a) **Duty to Disclose.** An Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the Board of Trustees.

(b) **Determining Whether a Conflict of Interest Exists.** A Financial Interest is not necessarily a conflict of interest. An Interested Person who has a Financial Interest may have a conflict of interest only if the Board of Trustees decides that a conflict of interest exists.

(c) **Procedures for Addressing the Conflict of Interest.**

(i) An Interested Person may make a presentation at the Board of Trustees' meeting, but after the presentation, such Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(ii) The Board of Trustees may, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the Board of Trustees shall determine whether the Association can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Trustees shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the Association's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(d) **Violations of the Conflict of Interest Policy.** If the Board of Trustees has reasonable cause to believe an Interested Person has failed to disclose actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If the Board of Trustees determines the Interested Party failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**Section 10.04 - Compensation.** A Trustee and/or Officer who receives compensation, directly or indirectly, from the Association is precluded from voting on matters pertaining to his or her own compensation or the compensation paid to any business, investment, or family member of such Trustee.

**Section 10.05 - Former Trustees and Officers.** The conflict of interest policy described above this Article shall also apply to any former Trustee or Officer whose last service occurred less than (2) two years before the effective date of any proposed contract or transaction between such person and the Association.

**ARTICLE XI**  
**FISCAL YEAR AND AUDIT**

**Section 11.01 - Fiscal Year.** The fiscal year of the Association shall be the calendar year, beginning on August 1 and ending on July 31 of each year.

**Section 11.02 - Audit.** At the end of the fiscal year, the books of the Association shall be closed. The Board of Trustees shall determine whether the books and records should be audited in compliance with all applicable state and federal laws controlling nonprofit, tax-exempt organizations by a certified public accountant selected by the Board of Trustees who has expertise in accounting of tax-exempt organizations generally.

**ARTICLE XII**  
**DISSOLUTION**

Upon the liquidation or dissolution of the Association for any cause whatsoever, or upon the abandonment of any of its property, neither the property of the Association nor any funds therein shall inure to the benefit of any of the Trustees, Officers, or any other private individuals, but all property or rights therein, or the proceeds thereof, after paying or making provision for payment of all of the liabilities of the Association, shall be fully distributed by the Board of Trustees to one or more organizations that have been determined to qualify as organizations described in Code §501(c)(13) or the corresponding provisions of any subsequent law.

**ARTICLE XIII**  
**FORCE AND EFFECT OF BY-LAWS**

These By-Laws are subject to the provisions of the New Jersey Cemetery Laws and any other applicable law. These By-Laws are also subject to the terms of the Certificate of Incorporation, as it may be amended from time to time. If any provision in these By-Laws is inconsistent with a provision in the Certificate of Incorporation, the New Jersey Cemetery Laws or any other applicable law, the provision of the Certificate of Incorporation, the New Jersey Cemetery Laws and any other applicable law shall govern to the extent of such inconsistency.

**ARTICLE XIV**  
**INSURANCE**

The Board of Trustees shall provide for liability and other forms of insurance considered to be necessary and prudent as protection against possible claims.

**ARTICLE XV**  
**AMENDMENTS**

The By-Laws of the Association may be altered, amended or repealed by, and new By-Laws adopted by, the affirmative vote of a majority of the Board of Trustees in office at any meeting of the Board of Trustees. Written notice of any such By-Law change to be voted upon by the Board shall be given not less than five (5) days prior to the meeting at which such change shall be proposed.

Adopted as of July 1, 2008.