

Madison Christian Community
MEMORIAL GARDEN BY-LAWS

Section 1: Memorial Garden

Madison Christian Community establishes a ministry of service by the creation of a Memorial Garden on the property of the Madison Christian Community, in which a plot for ashes of the deceased or a memorial stone, without interment of ashes, may be purchased. It will also offer a communal plot for ashes of the deceased. The Memorial Garden shall be established and operated in accordance with the bylaws of this ministry.

Section 2: Bylaws

Item 1. Definitions For the purposes of these bylaws:

- a. "Church" means Madison Christian Community (MCC).
- b. "Board" means the MCC Memorial Garden Board of Trustees.
- c. "Cremains" means the ashes or cremated remains of the deceased, which may be placed in a container or may be uncontained.
- d. "Container" means an urn or receptacle (6 inches wide or less) that holds cremains and that is placed in a plot in the Memorial Garden.
- e. "Plot" means a designated space for burial of cremains and marked by a stone - 18" x 18".
- f. "Memorial stone" means a designated space without cremains - 12" x 12".
- g. "Leadership Team" means the governing board of the Madison Christian Community.

Item 2. Eligibility

Present or past members of the MCC, members of their families and others with a significant connection to the MCC are eligible to apply for a plot in the Memorial Garden. There are no eligibility restrictions to apply for a memorial stone.

Item 3. Plot

The plot is the area of ground under a stone designated for cremains. The capacity of each plot is a maximum of two (2) containers or four (4) unconfined cremains. MCC does not provide containers for burial of cremains. It does arrange for the appropriate inscription on both the 18' x18" and 12" x12" stones. A person may designate a specific plot for purchase if the plot is available.

Item 4. Cost of Plot

a. General

All contracts for the sale of plots and memorial stones in the Memorial Garden shall be in writing. The Board may periodically modify the fee structure, as needed, with the approval of the MCC Leadership Team.

Item 5. **Governance**

a. **Board of Trustees**

The Memorial Garden Board of Trustees shall oversee the use, maintenance, and governance of the Memorial Garden.

The Memorial Garden Board of Trustees shall consist of seven members, two members from Advent Lutheran Church, two members from Community of Hope, a pastor ex officio, the Buildings and Grounds Manager ex officio and a trustee appointed by the Leadership Team. Terms of the members are not limited.

b. **Amendments**

The Board may recommend amendments to these bylaws with two-thirds of a quorum. The Board shall present recommended amendments to the MCC Leadership Team for review and action. A two-thirds vote of a quorum of the MCC Leadership Team at a scheduled meeting is required to adopt an amendment.

c. **Meetings**

The Board shall meet at least three times per year, with one meeting held as its annual meeting. A president, secretary and treasurer shall be elected each year. Other meetings shall be held as necessary to perform the duties of administering the Memorial Garden.

d. **Annual Report**

The Board shall prepare an annual report and audit, and present it to the MCC once each year at the MCC annual meeting. The Board shall be responsible for filing with the state Department of Safety and Professional Services an annual certification as required by the Department.

Item 6. **Provisions for Refund**

If a purchaser voids the contract for purchase of a plot or memorial stone within 10 days after the date of the initial payment, the Board shall, within 30 days after the contract is voided, refund all money paid by the purchaser for the plot or stone and any undelivered merchandise (sec. 440.92(2)(c), Wis. Stats.). Beyond ten days, a purchaser may return any unused plot/stone to the MCC. At the time the next plot is sold, the Church shall refund seventy percent (70%) of the original purchase price to the purchaser who returned the unused plot.

Item 7. Voluntary Surrender of the Right to Place a Container

Eligibility for refund is subject to the provisions of Item 6 of these Bylaws. The right to place a container in a plot may be voluntarily surrendered in any of the following ways:

- (a) By the purchaser during his or her lifetime and before any cremains have been placed in the plot, by written notice to the Board.
- (b) By the purchaser during his or her lifetime and after the removal of any cremains as provided in Item 8 of the Bylaws, by written notice to the Board.
- (c) After the purchaser's death, the removal of any cremains as provided in Item 8 will be deemed to be a voluntary surrender.
- (d) After the purchaser's death, if the person designed by the purchaser for placement in a plot notifies the Board in writing and he or she does not intend to have his or her cremains placed in the plot, such notice will be deemed to be a voluntary surrender. Eligibility for refund is subject to the provisions of Item 6 of these Bylaws.
- (e) After the purchaser's death, if the person designated by the purchaser to have his or her cremains placed in a plot dies or has died and is interred elsewhere, such interment will be deemed to be a voluntary surrender. In such event, all rights with respect to the plot revert to the Board without reimbursement to the purchaser or his or her heirs, except as provided in Item 6 of these Bylaws.

Item 8. Transfer of the Right to Place a Container

Transfer, bequest or change of the right to place a container in a plot shall be made only with the approval of the Board and shall not be effective until registered with the Board. An approved transferee shall have all of the rights of the original purchaser and shall be bound by all of the terms and conditions to which the purchaser was subject.

Item 9. Removal of Contained Cremains

Contained cremains may not be removed from the plot without the written consent of both of the following: (a) the Board, and (b) the surviving spouse or next-of-kin of the deceased or the power of attorney.

Item 10. Reconfiguration of the Memorial Garden

The MCC reserves to itself the right to enlarge or change said Memorial Garden, or to remove the same and build a new Memorial Garden in a new location and abandon the use of the existing Memorial Garden in the event of its sale by the MCC, and in any of said events if any plot is affected, the MCC shall substitute for the plot another of substantially like size and character in which event the purchaser shall have the same rights in such substituted plot as are granted hereby.

Item 11. Termination of Memorial Garden

The right to place a container shall continue only so long as the present MCC remains owner of the property. In the event of the sale of the MCC property, this right shall cease and upon notification by the MCC of such impending sale, the surviving spouse or next-of-kin of the person whose cremains are contained in the plot shall have the right to remove the cremains in the plot. If none of these persons shall remove the cremains, upon notification by the MCC of the impending sale, the purchaser, or if the purchaser is deceased, the purchaser's legal representative may do so. If none of these persons removes the cremains within a reasonable time, the MCC shall have the right to remove the cremains within a reasonable time and relocate them in such a manner as it considers appropriate.