

BYLAWS OF CHRIST CHURCH LAKE FOREST

[Originally adopted, pursuant to the Constitution, on May 4, 2008]

[First Amendment adopted June 1, 2008]

[Second Amendment adopted March 16, 2014]

ARTICLE I
LEGAL STATUS/CONSTITUTION

Christ Church Lake Forest is an Illinois not-for-profit corporation, formed pursuant to The Not-For-Profit Corporation Act of the State of Illinois (“Act”). The original incorporators of the Church adopted a constitution that was amended and completely restated effective on May 4, 2008 (“Constitution”), coincident with the adoption of these Bylaws. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Constitution.

ARTICLE II
MEMBERSHIP

1. **MEMBERS.** Any Believer who adopts the covenant set forth in the following paragraph (“Membership Covenant”) and satisfies and/or accepts all other terms and conditions of Membership that may be established by the Elders from time to time shall, upon recommendation of the Elders, be received into Membership as a Member upon a public confession of faith made in a regular worship service of the Church.
2. **MEMBERSHIP COVENANT.** The vitality of the Church and its impact on the lives of those it touches are largely dependent upon an actively participating Membership. Accordingly, each prospective Member, as a condition of Membership, must covenant with God and with each other Member:
 - a. To strive to live in all his or her relationships according to the teachings of the Scripture as exemplified in the life of the Lord Jesus Christ.
 - b. To attend faithfully the Church’s regular worship services.
 - c. To participate faithfully in at least one of the Church’s small groups.
 - d. To contribute his or her time, talents and financial resources in support of the Church and its ministries according to the principles of Christian stewardship.
 - e. To be subject to the Church’s Constitution, Bylaws and other Policies (as herein defined), as they may be amended from time to time.
3. **MINORS.** Notwithstanding anything to the contrary herein, any Member who is under age 18 (“Minor”) shall have all of the rights and responsibilities of a Member, except that he or she may not vote or serve as an Elder or Deacon.
4. **MEMBERSHIP ROLLS.** So that the Church may maintain up-to-date Membership rolls, any Member who relocates away from the Church (“Relocates”) or otherwise intentionally ceases active participation in the Church for at least six months (“Disconnects”) shall so advise the Church and withdraw his or her Membership. The Church shall at least annually review the Membership rolls to identify any Members who may have Relocated or Disconnects without withdrawing their Membership. If any such Member is identified, the Elders may, in their sole discretion, after (i) taking any prior steps that they may deem appropriate, (ii) taking into account all of the relevant circumstances known to them, and (iii) applying appropriate grace, send written notice to such Member (at such Member’s address on the Church’s records) advising that, unless he or she contacts the Church within 30 days of the date of said notice to reaffirm his or her Membership, such Membership may thereafter be terminated by written notice.

5. **VOTING AND OTHER MATTERS.** All references in these Bylaws to Members or to Membership in the context of a vote by the Members are references to adult (at least age 18) Members only. Unless expressly provided otherwise, all other references in these Bylaws to Members or to Membership are references to all Members.

ARTICLE III MEMBER MEETINGS

1. **ANNUAL MEETING.** An Annual Meeting of the Members (“Annual Meeting”) shall be held once each calendar year, at such date and time as the Elders may designate, for the purpose of election of Elders and Deacons, consideration and approval of a budget of projected receipts and expenditures for the ensuing fiscal year as recommended by the Deacons, and for such other purpose or purposes (“Special Business”) as may be stated in the call of such meeting.
2. **SPECIAL MEETINGS.** Special meetings of the Members may be called by (i) the Elders, solely for the purpose or purposes stated in the call of the meeting; or (ii) if there are no Elders, by a written call to meeting signed by at least twenty-five percent (25%) of all the Members of the Church, solely for the purpose of filling any vacancies on the Board of Elders pursuant to these Bylaws.
3. **PLACE OF MEETINGS.** The Elders may designate any place within a 10-mile radius of the Church’s Main Campus (as herein defined) as the place of meeting for any Annual Meeting or for any special meeting of Members called by the Elders. If no designation is made, or if a special meeting of Members is properly called by the Members, the place of meeting shall be at the Church’s Lake Forest campus located on the corner of Routes 43 and 60 (“Main Campus”).
4. **NOTICE OF MEETINGS.** Notice of any meeting of Members stating: (i) the place, date and hour of the meeting; (ii) in the case of a special meeting of Members or any Special Business at an Annual Meeting, the purpose or purposes for which the meeting is called; and (iii) in the case of a Membership Voting Period (as herein defined), the extent of such period; shall be: (i) emailed to each Member (at his or her email address, if any, on the Church’s records) and mailed to each remaining Member (at his or her address on the Church’s records) at least 10 days prior to the date of the meeting (or the earlier start of any Membership Voting Period for the meeting); and (ii) printed in the announcements bulletin for (or provided verbally in) all regular worship services of the Church on at least the last two Sundays prior to and including the date of the meeting (or the earlier start of any Membership Voting Period for the meeting). The attendance of a Member, in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting (and any Membership Voting Period for the meeting), except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting and/or Membership Voting Period is not lawfully called or convened. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. Notwithstanding the foregoing, the minimum notice period shall be increased from 10 days to 20 days (or any greater number required by the Act) in the case of a proposed removal of an Elder, merger, dissolution, or sale, lease or exchange of the Church’s assets.
5. **FIXING RECORD DATE.** For the purpose of determining the Members entitled to vote at any meeting of Members (or during any Membership Voting Period), or in order to make a determination of Members for any other proper purpose (in either case, a “determination of Members”), the Elders may fix in advance a date as the record date for any determination of Members, such date in any case to be not more than 60 days and not less than 10 days before (i) the date of such meeting (or the earlier start of any Membership Voting Period); or (ii) the date of such other determination. If no record date is fixed for the determination of Members, the date that is 10 days before (i) the date of such meeting (or the earlier start of any Membership Voting Period); or (ii) the date of such other determination shall be the record date for such determination of Members. A determination of Members shall apply to any adjournment of the meeting for which the determination is made. Notwithstanding the foregoing, the minimum record date shall be increased from 10 days to 20 days

(or any greater number required by the Act) in the case of a proposed removal of an Elder, merger, dissolution, or sale, lease or exchange of the Church's assets.

6. **VOTING LISTS.** The person having charge of the Membership records for the Church shall make, at least 7 days before the date for a meeting of Members (or the earlier start of any Membership Voting Period), a complete list of the Members entitled to vote at such meeting (or during any such Membership Voting Period), arranged in alphabetical order, which list shall be kept on file at the Church and shall be subject to inspection and copying by any Member at any time during usual business hours up to and including the date of such meeting (or the later end of any Membership Voting Period). Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original Membership records shall be *prima facie* evidence as to who are the Members entitled to examine such list or to vote at any meeting of Members (or during any Membership Voting Period). Notwithstanding the foregoing, the provisions of this paragraph shall not apply to any Annual Meeting if it does not involve any Special Business.
7. **QUORUM.** Unless a greater number is expressly required by these Bylaws, the Constitution, the Articles or the Act, at any properly called and noticed meeting of Members (or for any Membership Voting Period), the Members in attendance, in person or by proxy, plus any other Members who vote during any such Membership Voting Period, shall constitute a quorum for consideration of all matters properly before the meeting (or any Membership Voting Period); provided that if less than a quorum exists for any meeting, a majority of the Members present (in person or by proxy) may adjourn the meeting at any time without further notice. Withdrawal of any Member or Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.
8. **MANNER OF ACTING/MEMBERSHIP VOTING PERIOD.** Unless the act of a greater number is expressly required by these Bylaws, the Constitution, the Articles or the Act, the affirmative vote of the majority of the Members constituting a quorum shall be the act of the Members. In the Elders' discretion, absentee voting on any issue may, as set forth in the notice of the applicable meeting, remain open for up to 30 days after the date of such meeting ("Membership Voting Period").
9. **PROXIES.** Each Member may appoint any other Member as a proxy to vote or otherwise act for him or her at any particular meeting (excluding any Membership Voting Period outside of such meeting) by signing a proxy form and delivering it to the person so appointed. Members shall not solicit proxies from other Members and no Member may act as proxy for more than two other Members at any meeting.
10. **VOTING.** Each Member shall be entitled to one vote in each matter submitted to a vote at a meeting of Members (or during any Membership Voting Period). In all elections for Elders and/or Deacons, each Member shall have the right to vote "yes" or "no" for each candidate and no Member shall have the right to cumulate his or her votes to vote more than once for any candidate.
11. **INSPECTORS.** At any meeting of Members (or during any Membership Voting Period), one or more Deacons shall act as inspectors. Such inspectors shall ascertain and report the number of Members represented at the meeting, based upon their determination of the validity and effect of proxies, count all votes and report the results, and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all Members. Each report of an inspector shall be in writing and signed by him or her or by a majority of them if there be more than one inspector acting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of Members represented at the meeting and the results of the voting shall be *prima facie* evidence thereof.
12. **VOTING BY BALLOT AND EMAIL.** Voting at each meeting of Members on any question or in any election shall be by paper ballot ("Ballot") at such meeting and by Ballot or email ballot ("eBallot") during any Membership Voting Period. On or before the second business day of each such Membership Voting Period, an eBallot shall be emailed to each Member who has not yet voted on the matter (at his or her email address, if any, on the Church's records) and a Ballot shall be mailed to each remaining Member who has not yet voted on the matter (at his or her address on the Church's

records), all by or at the direction of the Deacons. At each such meeting, Ballots (and during each such Membership Voting Period, Ballots and eBallots) shall be provided to any Member upon his or her request, by or at the direction of the Deacons. All Ballots and eBallots shall be in a form that allows the inspector(s) for a meeting (and any Membership Voting Period) to validate each voter's Membership and track which Members have and have not voted on any given matter, both while preserving the secrecy of the content of each Member's vote. For each Membership Voting Period of 14 or more days, at least 7 days prior to the end of such period, a nonpartisan reminder shall be emailed or mailed (in the same manner as provided above with respect eBallots and Ballots) to each Member who has not yet voted on any given matter, by or at the direction of the Deacons. Only (i) Ballots that are cast at any meeting of Members; and (ii) Ballots and eBallots that are actually received by the Church (including by any member of the Church staff) within any Membership Voting Period, shall be eligible to be counted as votes on any given matter.

ARTICLE IV MATTERS RESERVED TO MEMBERS

Notwithstanding the general delegation (in the Constitution and these Bylaws) by the Members to the Elders, Deacons, Church staff and other Church officers of the responsibility and authority to govern the Church, the following matters regarding these Bylaws are reserved to, and require the approval of, the Members (after recommendation of the Elders) as follows:

- a. Matter: The authorization or direction of the Deacons to (i) sell, convey, mortgage or encumber any real property of the Church or any interest therein, except for mortgages or encumbrances arising from construction loans that provide temporary financing of improvements to the Church property; (ii) erect, construct or enlarge any building; or (iii) purchase any real property or any interest therein; except in each case when the aggregate amount at stake and/or the cost of doing so is not more than five percent (5%) of the Church's then current annual operating budget.

Required Membership Vote: The affirmative vote of at least two-thirds (2/3) of the Members constituting a quorum; provided that for this purpose a quorum consists of at least twenty-five percent (25%) of all of the Members of the Church.

- b. Matter: The election of Elders and/or Deacons.

Required Membership Vote: At the Annual Meeting, the affirmative vote of at least two-thirds (2/3) of the Members in attendance, in person or by proxy.

- c. Matter: The removal of Elders and/or Deacons.

Required Membership Vote: The affirmative vote of at least two-thirds (2/3) of the Members constituting a quorum; provided that for this purpose a quorum consists of at least twenty-five percent (25%) of all of the Members of the Church.

- d. Matter: Amendment of the qualifications of Elders and/or Deacons.

Required Elder Vote: The unanimous recommendation of all of the Elders.

Required Membership Vote: The affirmative vote of at least two-thirds (2/3) of the Members constituting a quorum; provided that for this purpose a quorum consists of at least twenty-five percent (25%) of all of the Members of the Church.

- e. Matter: The calling of the Senior Pastor.

Required Membership Vote: The affirmative vote of at least two-thirds (2/3) of the Members constituting a quorum; provided that for this purpose a quorum consists of at least twenty-five percent (25%) of all of the Members of the Church.

- f. Matter: The dismissal of the Senior Pastor.

Required Membership Vote: The affirmative vote of at least two-thirds (2/3) of the Members constituting a quorum; provided that for this purpose a quorum consists of at least twenty-five percent (25%) of all of the Members of the Church.

Notwithstanding anything to the contrary herein, this Article IV may only be amended upon the recommendation of the Elders (which must be unanimous as to Paragraph d. above) followed by the affirmative vote of at least two-thirds (2/3) of the Members constituting a quorum; provided that for this purpose a quorum consists of at least twenty-five percent (25%) of all of the Members of the Church.

ARTICLE V ELDERS

1. **RESPONSIBILITIES.** Except for any matters specifically reserved to the Members in the Constitution or these Bylaws, the Elders shall oversee and be ultimately responsible for all the affairs of the Church. Without limiting the generality of the foregoing, the Elders' responsibilities shall include:
 - a. Acting as counselors to and co-laborers with the Senior Pastor in (i) shepherding, praying for, teaching, leading, visiting and overseeing the flock of Christ; and (ii) developing and guarding the vision, ministries, goals and objectives of the Church.
 - b. Encouraging and supporting (while overseeing) the Senior Pastor as the Senior Pastor encourages and supports (while overseeing) the rest of the Church staff and other Church leaders.
 - c. Upon recommendation of the Senior Pastor, to advise and, if appropriate, consent to the calling and/or dismissal of those Church staff who report (or would, if called, report) directly to the Senior Pastor.
 - d. The ordination, installation, licensing and/or commissioning of pastors, missionaries and others.
 - e. If and when appropriate, engaging in Biblical Counsel (in accordance with Article IX hereof).
 - f. In the case of a vacancy in the office of Senior Pastor, appointing an interim Senior Pastor, if any, forming a search committee, if any, and recommending a candidate for Senior Pastor to the Members.
 - g. If and when appropriate, recommending the dismissal of the Senior Pastor to the Members.
2. **QUALIFICATIONS.** An Elder must be a man who meets all of the Biblical qualifications for the office, including but not limited to those found in I Timothy 3:1-7 and Titus 1:5-9. In addition, an Elder must be (i) personally committed to the vision, ministries, goals and objectives of the Church; and (ii) a Member for at least two years before standing for office (except that the two-year requirement shall not apply to the Senior Pastor).
3. **NUMBER/NOMINATION/ELECTION.** The number of Elders shall be such number (not less than 8 or more than 12) as may be determined from time to time by the Elders (via the number of candidates recommended to the Members at any Annual Meeting) and the Members (via the number of candidates elected at any Annual Meeting). At least 60 days prior to each Annual Meeting ("Solicitation Date"), the Elders shall solicit nominations of candidates for Elder from the Members. Such solicitation shall be (i) emailed to each Member at his or her email address, if any, on the

Church's records on or before the Solicitation Date; and (ii) printed in the announcements bulletin for (or provided verbally in) all regular worship services of the Church on at least the first two Sundays immediately following the Solicitation Date. All Member nominations received within the 30-day period immediately following the Solicitation Date, plus any nominations made by any Elder, shall be considered by the Elders. At least 10 days prior to each Annual Meeting ("Recommendation Date"), the Elders shall recommend to the Members each candidate, if any, whom the Elders select. Such recommendation shall consist of at least a photo, if available, a brief biographical statement and a brief testimony of each candidate and shall be (i) emailed to each Member at his or her email address, if any, on the Church's records on or before the Recommendation Date; and (ii) printed in the announcements bulletin for (or provided verbally in) all regular worship services of the Church on each Sunday on or after the Recommendation Date, up to and including the date of the Annual Meeting. At the Annual Meeting, the Members may elect any recommended candidate for Elder by a vote in accordance with Article IV hereof.

4. **TENURE/TERM LIMITS/STAGGERED TERMS.** An Elder shall hold office until the fourth Annual Meeting following said Elder's election and no Elder shall serve more than two consecutive four-year terms. After serving for any such two-term period, no former Elder shall stand for election as an Elder until at least the second Annual Meeting following the Annual Meeting that marked the end of such former Elder's two-term period. If the number of Elders is decreased by the amendment of these Bylaws, such decrease shall not shorten the term of any incumbent Elder. In order to stagger the terms of individual Elders, the term of at least one Elder must expire at each Annual Meeting. If such staggering requirement would otherwise not be satisfied at any Annual Meeting, then the Elders shall select an Elder whose term shall be deemed to expire at such Annual Meeting. For purposes of the term limits set forth above, any such shortened term shall be deemed to be a four-year term. In addition, the cessation of an Elder's service for any reason other than the expiration of such Elder's term shall, for purposes of the staggering requirement set forth above, be considered to be the expiration of such Elder's term at the next Annual Meeting following such cessation of service.
5. **REGULAR MEETINGS.** The Elders may provide, by resolution, the date, time and place for holding of regular meetings without other notice than such resolution.
6. **SPECIAL MEETINGS.** Special meetings of the Elders may be called by or at the request of the Elder chairman or any two Elders. The person or persons authorized to call special meetings of the Elders may designate any place within a 10-mile radius of the Church's Main Campus as the place for holding any special meeting of the Elders so called (except that the Elders may approve or ratify the location of any meeting outside such 10-mile radius). If no designation is made, the place of meeting shall be at the Church's Main Campus.
7. **NOTICE OF MEETINGS.** Notice (in person or via telephone, email or otherwise in writing) of the date, time and place of any special meeting shall be given or delivered, as the case may be, to each Elder at least two days prior to the date of such meeting. The attendance of an Elder at any meeting shall constitute a waiver of notice of such meeting, except where an Elder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Elders need be specified in the notice or waiver of notice of such meeting.
8. **QUORUM.** Unless a greater number is expressly required by these Bylaws, the Constitution, the Articles or the Act, at any properly called and noticed meeting of the Elders, a majority of all of the Elders, if in attendance personally or via phone or other means of communication by which all those participating in the meeting can communicate with each other, shall constitute a quorum for the transaction of business, provided that if less than a quorum exists for any meeting, a majority of the Elders present (in person or as otherwise provided) may adjourn the meeting at any time without further notice. Withdrawal of any Elder or Elders from any meeting shall not cause failure of a duly constituted quorum at that meeting.
9. **MANNER OF ACTING.** Unless the act of a greater number is expressly required by these Bylaws, the Constitution, the Articles or the Act, the Elders shall act at a meeting at which a quorum is present by the affirmative vote of at least a majority of all of the Elders.

10. **VACANCIES**. Any vacancy on the Board of Elders may be filled by election at the next Annual Meeting; except that any vacancy that causes the number of Elders to drop below the minimum number of Elders may be filled by the appointment of a replacement (who must meet all of the qualifications for an Elder) to act until the next Annual Meeting, such appointment to be made by the Elders, or if none, by the Members at any special meeting called for that purpose.
11. **RESIGNATION AND REMOVAL**. An Elder may resign at any time upon written notice to the Elders. An Elder may be removed at any meeting of Members called for that purpose upon the recommendation of the Elders and a vote of the Members, in accordance with Article IV hereof.
12. **INFORMAL ACTION**. The Elders may act without a meeting if a consent in writing, setting forth the action taken, is signed (or if any other means of communication authorized by the Act setting forth the action taken is affirmed) by all of the Elders.
13. **PRESUMPTION OF ASSENT**. An Elder who is present (in person or as otherwise provided) at a meeting of the Elders at which action on any matter is taken shall be conclusively presumed to have assented to the action taken unless such Elder's dissent shall be entered in the minutes of the meeting or unless such Elder shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by email or first class mail to the secretary of the Church immediately after the adjournment of the meeting. Such right to dissent shall not apply to an Elder who voted in favor of such action.
14. **COMMITTEES**. The Elders may create one or more committees of two or more Elders to exercise appropriate authority of the Elders. Any such committee shall meet, act and transact business in the same manner as the Elders. Notwithstanding the foregoing, no such committee may act to obligate the Church in any manner without the express direction of the Elders.
15. **DELEGATION**. The Elders may from time to time, and subject to their continuing responsibility and authority, delegate any one or more of their responsibilities to the Deacons, the Church staff or others.

ARTICLE VI **DEACONS**

1. **RESPONSIBILITIES**. Subject to the oversight and ultimate responsibility of the Elders, and except for any matters specifically reserved to the Members in the Constitution or these Bylaws, the Deacons shall be responsible for all of the business affairs of the Church. Without limiting the generality of the foregoing, the Deacons' responsibilities shall include:
 - a. Preparation and administration of the Church's operating and capital budgets, including securing the funds necessary to carry out the same.
 - b. Determining the compensation, benefits and other terms of employment of all employees of the Church.
 - c. All legal affairs of the Church, including maintaining its legal status under the Act and with respect to all other applicable governmental authorities.
 - d. Purchasing and maintaining insurance coverage for the Church against such risks and in such amounts as the Deacons deem necessary or advisable in their discretion.
 - e. Determining the Church's fiscal year from time to time.
 - f. Subject to Article IV hereof, the care, custody and control of the real and personal property of the Church, including the power to: (i) maintain, repair, alter and improve such property; (ii) sell, convey, mortgage or encumber any real property of the Church or any interest therein; (iii) erect, construct or enlarge any building; or (iv) purchase any real property or any interest therein.

- g. Regulating and controlling the use of the properties and/or facilities of the Church.
 - h. Accepting or rejecting all offerings, collections, gifts, bequests, devises or trusts to or for the benefit of the Church (collectively, "Gifts") and determining the manner in which such Gifts shall be expended or invested; provided that any conditions or directions as to the use of any Gift shall, if such Gift is accepted, be complied with to the extent allowed by law and reasonably possible under circumstances.
 - i. Counting and safeguarding the Gifts to the Church, and investing the funds of the Church that the Deacons reasonably determine not to be required for current expenses.
 - j. Arranging for regular audits of the books and records of the Church, which audits may, but need not, be performed by third parties.
 - k. Executing such contracts, deeds and other instruments as may be necessary or appropriate to carry out the powers and duties of the Deacons.
 - l. Developing any and all policies reasonably deemed necessary or advisable by the Deacons in order to carry out their responsibilities under these Bylaws.
 - m. Such other duties as may be assigned to the Deacons by the Elders from time to time.
2. **QUALIFICATIONS.** A man or woman serving as a Deacon must meet all of the Biblical qualifications for the office, including but not limited to those in I Timothy 3:8-13 and Acts 6:1-6. In addition, a Deacon must be (i) personally committed to the vision, ministries, goals and objectives of the Church; (ii) a Member for at least two years before standing for office; and (iii) a man if acting as the chairman of the Board of Deacons.
 3. **NUMBER/NOMINATION/ELECTION.** The number of Deacons shall be such number (not less than 9) as may be determined from time to time by the Deacons (via the number of candidates recommended to the Members at any Annual Meeting) and the Members (via the number of candidates elected at any Annual Meeting). The Deacons shall solicit nominations of, consider and recommend candidates for Deacon in the same manner as the Elders pursuant to Article V, Paragraph 3, hereof; except that any candidate selected for recommendation by the Deacons is subject to the final approval of the Elders. At the Annual Meeting, the Members may elect any recommended candidate for Deacon by a vote in accordance with Article IV hereof.
 4. **TENURE/TERM LIMIT.** A Deacon shall hold office until the third Annual Meeting following said Deacon's election and no Deacon shall serve more than two consecutive three-year terms. After serving for any such two-term period, no former Deacon shall stand for election as a Deacon until at least the second Annual Meeting following the Annual Meeting that marked the end of such former Deacon's two-term period. If the number of Deacons is decreased by the amendment of this article, such decrease shall not shorten the term of any incumbent Deacon.
 5. **REGULAR MEETINGS.** The Deacons may provide, by resolution, the date, time and place for holding of regular meetings without other notice than such resolution.
 6. **SPECIAL MEETINGS.** Special meetings of the Deacons may be called by or at the request of the deacon chairman or any two Deacons. The person or persons authorized to call special meetings of the Deacons may designate any place within a 10-mile radius of the Church's Main Campus as the place for holding any special meeting of the Deacons so called (except that the Deacons may approve or ratify the location of any meeting outside such 10-mile radius). If no designation is made, the place of meeting shall be at the Church's Main Campus.
 7. **NOTICE OF MEETINGS.** Notice (in person or via telephone, email or otherwise in writing) of the date, time and place of any special meeting shall be given to each Deacon at least two days previous thereto. The attendance of a Deacon at any meeting shall constitute a waiver of notice of such

meeting, except where a Deacon attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Deacons need be specified in the notice or waiver of notice of such meeting.

8. **QUORUM.** Unless a greater number is expressly required by these Bylaws, the Constitution, the Articles or the Act, at any properly called and noticed meeting of the Deacons, a majority of all of the Deacons, if in attendance personally or via phone or other means of communication by which all those participating in the meeting can communicate with each other, shall constitute a quorum for the transaction of business, provided that if less than a quorum exists for any meeting, a majority of the Deacons present (in person or as otherwise provided) may adjourn the meeting at any time without further notice. Withdrawal of any Deacon or Deacons from any meeting shall not cause failure of a duly constituted quorum at that meeting.
9. **MANNER OF ACTING.** Unless the act of a greater number is expressly required by these Bylaws, the Constitution, the Articles or the Act, the Deacons shall act at a meeting at which a quorum is present by the affirmative vote of at least the majority of the Deacons present at such meeting (in person or as otherwise provided).
10. **VACANCIES.** Any vacancy on the Board of Deacons may be filled by the appointment of a replacement (who must meet all of the qualifications for a Deacon) to act until the next Annual Meeting, such appointment to be made by the Deacons, or if none, by the Elders.
11. **RESIGNATION AND REMOVAL.** A Deacon may resign at any time upon written notice to the Deacons. A Deacon may be removed at any meeting of Members called for that purpose upon the recommendation of the Elders and a vote of the Members, in accordance with Article IV hereof.
12. **INFORMAL ACTION.** The Deacons may act without a meeting if a consent in writing, setting forth the action taken, is signed (or if any other means of communication authorized by the Act setting forth the action taken is affirmed) by all of the Deacons entitled to vote.
13. **PRESUMPTION OF ASSENT.** A Deacon who is present (in person or as otherwise provided) at a meeting of the Deacons at which action on any matter is taken shall be conclusively presumed to have assented to the action taken unless such Deacon's dissent shall be entered in the minutes of the meeting or unless such Deacon shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by email or first class mail to the secretary of the Church immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Deacon who voted in favor of such action.
14. **COMMITTEES.** The Deacons may create one or more committees of two or more Deacons to exercise appropriate authority of the Deacons. Any such committee shall meet, act and transact business in the same manner as the Deacons. Notwithstanding the foregoing, no such committee may act to obligate the Church in any manner without the express direction of the Deacons.
15. **DELEGATION.** The Deacons may from time to time, and subject to their continuing responsibility and authority, delegate any one or more of their responsibilities to the Church staff or others.

ARTICLE VII **DIRECTORS AND OFFICERS**

1. **DIRECTORS.** For purposes of the Act, the Elders shall be deemed to be the Board of Directors of the corporation.
2. **OFFICER TITLES.** For purposes of the Act, the Officers (as herein defined) of the Church shall be the chairman of the Board of Deacons (deemed to be the President of the corporation), the secretary of the Board of Deacons (deemed to be a Vice President of the corporation), the secretary of the Board of Elders (deemed to be the Secretary of the corporation) and the treasurer of the Board of

Deacons (deemed to be the Treasurer of the corporation) (each, an "Officer" and collectively, the "Officers," of the Church). In addition, the Elders and/or Deacons may from time to time appoint one or more other officers (each, an "Assistant Officer") to act in place of any Officer elected by them with respect to any particular transaction or series of repeated transactions. No Assistant Officer need be an Elder or Deacon and any Assistant Officer may be a member of the Church staff.

3. **ELECTION/TERM OF OFFICE**. The Officers of the Church shall be elected annually by the Elders (as to their secretary) and the Deacons (as to their chairman, secretary and treasurer) at the first meeting of the Elders or Deacons, as the case may be, held after each Annual Meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Elders or Deacons, as the case may be. Each Officer shall hold office until such Officer's successor shall have been duly elected and shall have qualified or until such Officer's death, resignation or removal in the manner hereinafter provided.
4. **RESIGNATION AND REMOVAL**. An Officer or Assistant Officer may resign at any time upon written notice to such of the Elders or Deacons who elected or appointed him or her. Any Officer elected or Assistant Officer appointed by the Elders or Deacons may be removed by the Elders or Deacons, as the case may be, whenever in their judgment the best interests of the Church would be served thereby.
5. **DELEGATION**. Any Officer of the Church may from time to time, and subject to such Officer's continuing responsibility and authority, delegate any one or more of such Officer's responsibilities to any Elder (if the Officer is an Elder), any Deacon (if the Officer is a Deacon) or any member of the Church staff.

ARTICLE VIII SENIOR PASTOR

1. **RESPONSIBILITIES**. Subject to the oversight and ultimate responsibility of the Elders, and except for any matters specifically reserved to the Members in the Constitution or these Bylaws, the Senior Pastor shall be responsible for all of the affairs of the Church. Without limiting the generality of the foregoing, the Senior Pastor's responsibilities shall include:
 - a. The Senior Pastor shall preach the Word and have in the Senior Pastor's care all services of public worship. The Senior Pastor shall schedule highest priority time for study, prayer and preparation for preaching and teaching.
 - b. The Senior Pastor shall, along with the other Elders, work out a shared vision for the Church, surfacing its distinct focus and communicating them both to the congregation.
 - c. The Senior Pastor shall lead and encourage the spiritual growth and equipping of an active congregational leadership for the Church.
 - d. The Senior Pastor shall ensure that the Church staff is given adequate spiritual leadership in order to grow toward Christ-likeness. The Senior Pastor shall, directly or through other Church staff, invest confidence in each staff member and encourage each one to feel supported and part of a team with a sense of shared direction.
 - e. The Senior Pastor shall be responsible for the performance of each Church staff member, all of who shall report to the Senior Pastor, either directly or through other Church staff.
 - f. The Senior Pastor shall, subject to the advice and consent of the Elders, be responsible for hiring and, if necessary, termination of those Church staff who report (or would, if called, report) directly to the Senior Pastor.

- g. The Senior Pastor shall be responsible, either directly or through other Church staff, for hiring and, if necessary, termination of all Church staff other than the direct-reports described above.
 - h. The Senior Pastor shall, subject to the final authority of the Deacons and Elders, either directly or through other Church staff, develop and maintain the Church's annual budget.
 - i. The Senior Pastor (or any designee of the Senior Pastor from time to time) shall be an ex-officio (non-voting) member of all boards and committees of the Church.
 - j. The Senior Pastor shall be actively involved in the life of the Church and seek to know as many of the members of the congregation as is reasonably practicable.
 - k. The Senior Pastor shall be available on a limited basis to the congregation for counsel, weddings and funerals as time permits and shall refer most such opportunities to the Church staff and other competent resources.
 - l. The Senior Pastor shall, subject to the approval of the Elders, expand the Church's ministry beyond its organizational boundaries through speaking, writing and involvement with other Christian organizations, and shall share with the Elders regarding these activities.
 - m. The Senior Pastor shall develop, maintain and meet regularly with a personal and spiritual accountability group.
 - n. The Senior Pastor shall be accountable to the Members through the Elders.
2. **QUALIFICATIONS.** The Senior Pastor shall meet all of the qualifications of an Elder under Article V of these Bylaws (except for the two-year Membership requirement) and such other qualifications as the Elders may establish from time to time.
 3. **CALL/ELDER/MEMBER.** The Senior Pastor shall be called upon the recommendation of the Elders and vote of the Members in accordance with Article IV hereof. The Senior Pastor shall, by virtue of the office, be an Elder during the entire term of such Senior Pastor's call; except that the Senior Pastor shall not serve as chairman of the Board of Elders. The Senior Pastor and the Senior Pastor's spouse, if any, shall, by virtue of the Senior Pastor's office, be Members during the entire term of such Senior Pastor's call.
 4. **DISMISSAL.** The Senior Pastor may be dismissed upon the recommendation of the Elders and vote of the Members in accordance with Article IV hereof.

ARTICLE IX **BIBLICAL COUNSEL**

All Members and their dependent children are entitled to the benefits of, and subject to, Biblical Counsel, which has as its goals the spiritual good and restoration of the person, the protection of offended parties and the Church body as a whole, the rebuke of sinful conduct, the removal of scandal, the vindication of the reputation of Christ, the promotion of the purity of the Church and the general edification of the Church. In accordance with the Constitution and under the final authority of God's Word, the Elders shall, if and when appropriate, engage in Biblical Counsel. Biblical Counsel may include (among other things):

- a. Encouraging an offended person to meet with the person said to have offended him or her, either privately or with one or more witnesses.
- b. Instruction of a person in the Word concerning his or her sinful conduct.
- c. Rebuke of a person's sinful conduct, warning of its potential ends and offering him or her an opportunity for confession and repentance.

- d. Suspension of a person from participation in communion, Church ministry and/or Church leadership; suspension or termination of a person's Membership; and/or exclusion of a person from the fellowship of the Church, including attendance at services or other Church ministries or gatherings of any kind; in each case upon such terms and conditions as the Elders may determine to be consistent with God's Word and in the best interests of all affected parties, including the Church.
- e. Reporting a person's conduct to the appropriate legal authorities, if required by law or as the Elders may determine to be consistent with God's Word and in the best interests of all affected parties, including the Church.
- f. In the event that the Elders determine it to be consistent with God's Word and in the best interests of all affected parties, including the Church, they may (i) conduct any part or all of any Biblical Counsel in private and/or, if circumstances make it appropriate, in public; and/or (ii) contact the person subject to the Biblical Counsel and/or any other person and/or entity to: (a) investigate or confirm any allegations concerning any matter of possible Biblical Counsel; (b) seek assistance in carrying out any aspect of Biblical Counsel; and/or (c) if circumstances make it appropriate, advise such other person and/or entity of the identity of the subject person and/or the subject person's conduct that resulted in Biblical Counsel.

For the benefit of the person subject to Biblical Counsel and all other affected parties, including the Church, neither the voluntary nor involuntary termination of such person's Membership that takes place in the context of the administration of Biblical Counsel shall terminate either: (i) the Elders' authority to follow through with such Biblical Counsel as set forth above; or (ii) the former Member's agreement to be subject thereto.

ARTICLE X MISCELLANEOUS

1. **WAIVER OF NOTICE.** Whenever any notice is required to be given under the provisions of these Bylaws, the Articles or the Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.
2. **DEFENSE/INDEMNITY.** Subject to the terms and conditions of this paragraph, the Church shall defend and indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Church) (each, a "Claim") by reason of the fact that such person is or was an Elder, Deacon, Officer, Assistant Officer, employee or agent of the Church (each, a "Defendant"), against any and all expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Defendant in connection with such Claim if, as reasonably determined by: (i) the Elders who were not parties to such Claim; or (ii) if a quorum consisting of such Elders is not obtainable, by the Members, the Defendant acted in good faith and in a manner that the Defendant reasonably believed to be in, or not opposed to, the best interests of the Church, and, with respect to any criminal action or proceeding, the Defendant had no reasonable cause to believe the Defendant's conduct was unlawful. The termination of any action, suit or proceeding by judgment, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that (i) the Defendant did not act in good faith and in a manner which the Defendant reasonably believed to be in, or not opposed to, the best interests of the Church; or (ii) with respect to any criminal action or proceeding, the Defendant had reasonable cause to believe that the Defendant's conduct was unlawful. This provision shall inure to the benefit of the heirs, executors and administrators of any deceased Defendant to the extent that such Defendant would otherwise be entitled to defense and indemnity hereunder. The Church's obligations under this paragraph (i) are contingent upon the Church receiving reasonably prompt notice of any Claim and being granted the option to control the Defendant's defense of such Claim; (ii) shall not be limited by any allegation or adjudication of a Defendant's liability for ordinary negligence; and (iii) shall not apply with respect to any allegation

and/or adjudication of a Defendant's liability for (a) gross negligence; or (b) any act or omission that involved willful or wanton conduct as defined in the Act. The Church may, but need not, purchase and maintain insurance covering any part or all of its obligations under this paragraph.

3. **FISCAL YEAR.** The fiscal year of the Church shall be July 1 to June 30.
4. **CHURCH NAME.** The name of the Church may, pursuant to the Constitution, be changed in the same manner as any other amendment of these Bylaws generally.

ARTICLE XI OTHER POLICIES

The Elders may, in written policies, handbooks and/or other documents (collectively, "Policies") not made a part of these Bylaws, adopt such Policies as they may reasonably deem necessary or advisable from time to time in order to carry out the Elders' responsibilities under these Bylaws; provided, however, that no such Policy shall be inconsistent with these Bylaws, the Constitution, the Articles or the Act.

ARTICLE XII AMENDMENT AND CONSTRUCTION

Except as may be otherwise provided in Article IV hereof, and unless the act of a greater number is required by the Constitution, the Articles or the Act, the Bylaws of the Church may be made, altered, amended or repealed upon the recommendation of the Elders followed by the affirmative vote of at least two-thirds (2/3) of the Members constituting a quorum. These Bylaws may contain any provisions for the regulation and management of the affairs of the Church not inconsistent with the Constitution, the Articles or the Act. Any conflict or inconsistency between the terms of Article IV hereof and the remaining terms of these Bylaws shall be resolved in favor of Article IV hereof. Any conflict or inconsistency between the terms of these Bylaws and the terms of the Constitution, the Articles or the Act shall be resolved in favor of the Constitution, the Articles or the Act, as the case may be.

[End of Bylaws]