

BYLAWS OF HORIZON CITY CHURCH

Adopted September 29, 2024

PREFACE

Since, as we believe, it pleased Almighty God, by his Holy Spirit, to unite certain of his servants under the name **Horizon City Church**, for the worship of God and the spread of the gospel of Jesus Christ, the Covenant Members of **Horizon City Church** do hereby adopt these Bylaws as the articles of governance for **Horizon City Church**.

ARTICLE ONE: AUTHORITIES AND DENOMINATIONAL ASSOCIATIONS

Section 1. Church Corporation. Horizon City Church (hereinafter also referred to as “Church” or “the Church”) exists by the grace of God and for the glory of God. The foundation of the Church is the Lord Jesus Christ (1 Cor. 3:11; Eph. 2:20; 2 Peter 1:19-20); and he guides his believers through the Holy Scriptures (Ps. 119:2; 2 Tim. 3:15-17). Therefore, the purpose of this Church is to glorify God through Jesus Christ, by the power given by the Holy Spirit (Isa. 43:7; Eph. 1:6; 12, 14).

Section 2. Marks of Ministry. In order to remain true to our Lord and His word, the Church must be marked by preaching the whole counsel of God (Acts 20:27; 2 Tim. 4:1-2,) administering baptism (Matt. 28:19; Rom. 6:1-4) and the Lord’s Supper (Luke 22:19; 1 Cor. 11:17-34), loving one another (John 13:34-35; 1 John 3:11-24; 4:7-12), and practicing formative and corrective discipline (Matt. 18:15–20; 1 Cor. 5:1–5; 1 Thess. 5:14; 1 Tim. 5:1-2; Tit. 2:15).

Section 3. Christian Leadership and Governance. The Church is governed, under these Bylaws, by its “Board of Elders” (as defined and described in Article 5; hereafter also referred to as “Council of Elders”) with the support and affirmation of the Covenant Members of the Church. The Council of Elders shall, for purposes of interpretation of these Bylaws and the governance of the Church, be the Church’s sole authoritative interpreter of the Holy Bible within this local congregation.

As a religious body of faith established, we believe that Jesus Christ is the Head of the universal worldwide church and that through the Holy Bible he has spoken to Christians about all matters of faith, life, and practice, including, but not limited to, the leadership and direction of the universal church, including the need for the universal church to find its expression in local particularized congregations across the world, of which Horizon City Church is one of, and Jesus, through the Holy Bible, mandates that all local churches, including Horizon City Church, be led by qualified leaders; these qualified leaders (referred to herein in these Bylaws as “Elders”) shall make decisions that guide the life and ministry of the Church.

The Church recognizes that the term “Elder” is a biblical term, that was used by the biblical authors in Scripture interchangeably with the terms like “Pastor” and “Overseer” and “Bishop” and “Presbyter.”

Any leader established and installed as an Elder constitutes “Ordination” (e.g., for legal purposes Elders are to be treated as “Ordained” whenever relevant, e.g., when establishing ministerial housing allowance as allowed/prescribed in Section 107 of the Internal Revenue Code of the Internal Revenue Service). For the purposes of these Bylaws, the term “Officer(s)” shall be the same as the legal term of “Director(s)”; however, the term “Officer(s)” shall not be used interchangeably with the term “Elder(s)”; all Elders of the Church are to be Officers, but not all

Officers are to be Elders; other leadership positions may be eligible to become Officers of the legal entity of Horizon City Church, Inc. (e.g., Deacons, Deaconesses, Staff, etc.).

Section 4. Denominational Authorities. The Church is a self-governing, autonomous spiritual and legal entity. The Church may, at various times, choose to associate with religious denominations, associations, or networks. By participation or membership in a denomination, the Church does not relinquish any of its self-governance or its autonomy.

ARTICLE TWO: OFFICES OF OPERATIONS

Section 1. Registered Office. The registered office of the corporation shall be located in the State of Florida. The location of the registered office shall be as set forth in the Articles of Incorporation of this corporation, or in the most recent amendment or restatement of such Articles of Incorporation, or in a certificate of change of registered office filed with the appropriate agency or department of the state of Florida.

Section 2. Other Offices. The corporation may have other offices of operations, either within or without the State of Florida, as the Council of Elders may from time to time determine.

ARTICLE THREE: MEMBERSHIP

Section 1. Qualifications for Full Membership. To qualify for Membership (also hereinafter “Covenant Membership”) in this Church, a person must:

- 1) Be a professing believer in Jesus Christ who gives evidence of regeneration, in the sole discretion of the Council of Elders;
- 2) Have been properly baptized, in accordance with the Church’s statement of faith, the *Bethlehem Elder Affirmation of Faith*, cf. bethlehem.church/elder-affirmation-of-faith;
- 3) Joyfully affirm, without reservation, all of the articles of our *Membership Affirmation of Faith*, cf. horizoncitychurch.com/ma;
- 4) Does not hold any hostility toward any settled conviction of the Council of Elders (full agreement with the Elders on every point of doctrine is not a prerequisite for a person to become a Full Member; however, any person that holds any settled convictions that are contrary to the doctrines embraced by the Council of Elders must be willing to live and worship peaceably and charitably within the context and life of the Church);
- 5) Joyfully commit to strive to keep the commitments expressed in the Church Covenant, cf. horizoncitychurch.com/covenant;
- 6) Be at least 18 years of age.

The Council of Elders shall be responsible for determining each person’s qualification for Membership. In making this determination, they may rely on various evidences, as the Council of Elders deems appropriate, in its sole discretion.

Section 2. Nomination of Members. Any person desiring membership may apply for such through the process established by the Council of Elders, to be published publicly on the Church website, cf. horizoncitychurch.com/membership; the process shall typically include, but not be limited to, a formal application, training, and an interview with an Elder.

Section 3. General Procedure of Admission of Full Members. To be admitted into church membership, applicants shall be recommended by the Council of Elders for admission and thereafter accepted by a vote of at least fifty percent plus one (50% + 1) of the Covenant Members present at any regular or special meeting of the Covenant Members. Upon admission, all applicants shall relinquish their membership in any other church(es) and shall be known as “Members” or “Covenant Members” or “Full Members.”

Section 4. Contributions. It is understood that membership in this church involves the expectation for financial support of the Church and its causes, with regular and proportionate giving from the Members (Deut. 15:10; Prov. 3:9-10; Mal. 3:10; Luk. 6:38; 2 Cor. 9:6-7; 1 Tim. 6:17-19; Heb. 13:16). Each Member shall be encouraged in Scriptural giving. Special offerings may be sought by the Church with the approval of the Council of Elders. This shall not preclude individuals from making designated gifts at any time as the Spirit of God may guide.

Section 5. Church Discipline. Any Member consistently neglectful of his or her duties as embodied in the Church Covenant or these Bylaws, or guilty of conduct by which the name of our Lord Jesus Christ may be dishonored, and so opposing the welfare of the church, shall be subject to the admonition of the elders and the discipline of the church, according to the instructions of our Lord in Matthew 18:15–17 and the example of Scripture.

Church discipline should ordinarily be contemplated only after significant individual private admonition has failed. If private efforts to bring about the Member’s repentance and reconciliation are unsuccessful, then one or more Members or Elders shall bring the matter to the attention of the Council of Elders. The Council of Elders shall review and investigate the matter.

The Elders ought to expend significant private efforts seeking the Member’s repentance and reconciliation. After prayer, investigation, and deliberation, the Council of Elders may:

- 1) dismiss the matter, if they determine the matter ought not be pursued any further; or
- 2) take appropriate disciplinary action (other than termination of membership, which may only be affected by a vote of the members); or
- 3) submit the matter (with or without a recommendation for action) to the members at a regular or special meeting for a decision.

If the Elders fail or refuse to act on the matter, the Members may bring it up for consideration and vote at a special members’ meeting called in accordance with Article 4.

If the Elders or the Members vote to discipline the Member, it may be announced to the Members to carry out the Biblical admonition to bring about repentance and restoration of the disciplined Member. Church discipline can include admonition by the Elders or congregation (public or private), suspension from communion for a definite period, deposition from office, and full excommunication from fellowship (*see* Matthew 18:15; James 1:22); excommunication ought never be taken lightly and should only be sought after significant good faith efforts have

been made, over a reasonable extended period, to shepherd the person toward Biblical repentance and obedience. The purposes of any such discipline should be:

- 1) For the repentance, reconciliation, and spiritual growth of the individual disciplined; (*See* Proverbs 15:5; 29:15; 1 Corinthians 4:14; Ephesians 6:4; 1 Timothy 3:4).
- 2) For the instruction in righteousness and good of other Christians, as an example to them; (*see* Proverbs 13:20; Romans 15:14; 1 Corinthians 5:11; 15:33; Colossians 3:16; 1 Thessalonians 5:14; 1 Timothy 5:20; Titus 1:11; Hebrews 10:24-25).
- 3) For the purity of the church as a whole; (*see* 1 Corinthians 5:6-7)
- 4) For the good of our corporate witness to non-Christians (*see* Proverbs 28:7; Matthew 5:13; Acts 5:1–14; Ephesians 5:11; 1 Timothy 3:7; 2 Peter 2:2; 1 John 3:10).
- 5) Supremely for the glory of God by reflecting His holy character (*see* Deuteronomy 5:11; 1 Kings 11:2; 2 Chronicles 19:2; Ezra 6:21; Nehemiah 9:2; Isaiah 52:11; Ezekiel 36:20; Matthew 5:16; John 15:8; 18:17, 25; Romans 2:24; 15:5–6; 2 Corinthians 6:14–7:1; Ephesians 1:4; 5:27; 1 Peter 2:12).

Section 6. Excommunication Process. In any case of church discipline, wherein the disciplined Covenant Member has not humbly submitted him/herself to the appropriate processes, as prescribed by the Council of Elders, in its own discretion, the Council of Elders, may elect to bring formal charges against the Member, brought to the Membership for a vote. The Elders shall verbally explain the situation to the Membership, at any regular or special meetings of the Members, and exhort the Members to pray for, and reach out to, the Member that is to be disciplined. There shall be a period of at least ninety (90) days between the verbal explanation and the official vote for excommunication; during that 90-day period the Elders shall continue to make good faith efforts to reach out toward the disciplined Member, with hopes of shepherding him/her toward repentance. When the vote is to take place, the Member shall be excommunicated by vote of at least fifty percent plus one (50% + 1) of the Covenant Members present at any regular or special meeting of the Covenant Members and an affirmation from one hundred percent (100%) of the Council of Elders.

Members who have been excommunicated by the Church shall be brought before the Church for a full restoration of membership privileges, according to the spirit of 2 Corinthians 2:7-8, when their conduct is judged, by the Council of Elders, to be in accordance with Biblical repentance; should the Council of Elders believe that the excommunicated Member ought to be restored, the Council of Elders will communicate such to the Members in a timely manner, and shall call a meeting of the Membership together to vote to restore the disciplined person; the disciplined person can be restored by a vote of fifty percent plus one (50% + 1) of the Covenant Members present at any regular or special meeting of the Covenant Members and an affirmation from one hundred percent (100%) of the Council of Elders.

In any case where any Member has been disciplined or excommunicated, the Council of Elders reserves the right to send communication to the leadership of any Christian church that the disciplined Covenant Member may choose to attend/join, if the Council of Elders believes, in its own discretion, that it is in the best interest of that disciplined Covenant Member for the leadership of such other Christian church to be aware of the circumstances surrounding the disciplined Covenant Member's exit/removal from Horizon City Church.

Section 7. Termination or Resignation of Membership. Any Covenant Member may voluntarily request the termination of his/her membership, at any time, for any reason, and such resignation shall be accepted, as long as that Covenant Member requesting such termination:

- 1) has made their request in writing (by electronic mail or by mail);
- 2) has provided the name of the intended *like-minded* congregation that he/she intends to join (in accordance with the Church Covenant);
- 3) is not currently under any corrective discipline;
- 4) is still professing to be a follower of Jesus Christ;
- 5) has not embraced any theological convictions that the Elders deems to be heresy;
- 6) there is no substantial outstanding issue that leads the Council of Elders to believe that it would be extremely detrimental, to the spiritual well-being of that specific Covenant Member or that Covenant Member's household, to grant such request for termination.

Assuming the above-outlined provisions have been met, in the sole discretion of the Council of the Elders, the Elders shall communicate to the Members, by electronic mail, the Member's desire to terminate their Membership, and the Covenant Members shall have thirty (30) days to respond with any protests; should there be no protests communicated, after that thirty (30) day period, the Council of Elders may immediately accept the request for termination of his/her membership, and such shall be expressed to the resigning Covenant Member by electronic communication, and the Council of Elders shall inform the Covenant Members of the finalization of such at any regular or special meeting of the Covenant Members (in any such case no decisive vote of the Members shall be required to remove a Member from the Membership). Should the resigning Covenant Member determine that he/she needs/wants a termination letter, the Council of Elders shall produce a letter stating that the resigning Covenant Member exited the Church in "good standing."

In any case in which the Council of Elders believes that the above-listed parameters have not been adequately met, or some other Covenant Member(s) have expressed concern or protest, and therefore the Council of Elders have denied the request for termination, the Council of Elders shall then present the case to the Covenant Members at the any regular or special meeting of the Covenant Members, allowing for good-faith discussion as needed. The Covenant Member who is seeking to resign his/her membership may elect to appear to explain his/her cause or may write a letter, to be read aloud at the Member meeting (or sent ahead of time by electronic mail); the Covenant Members shall then vote as to accept or deny the request for termination of membership and the request shall be granted if affirmed by a vote of at least fifty percent plus one (50% + 1) of the Covenant Members present at any regular or special meeting of the Covenant Members; in which case the resigning Covenant Member shall be immediately removed from Covenant Membership of the Church; should the resigning Covenant Member determine that he/she needs/wants a termination letter after the congregational vote, the Council of Elders shall produce a letter stating that the resigning Covenant Member exited the Church, however, the Council of Elders may elect, in its sole discretion, whether to issue such communication with the designation of "good standing" or "with reservation."

In any case in which the Council of Elders has presented a request for such membership termination to the Covenant Members, at the any regular or special meeting of the Covenant Members, and the Covenant Members have voted to deny the request for termination of

Membership, then the Council of Elders shall make efforts to communicate, in good faith, with that specific Covenant Member about his/her termination of his/her membership, and the Council of Elders shall seek reconciliation, in the spirit of Christian unity, and shall seek to bring remedy to any existing outstanding issues, as the Council of Elders deems appropriate, and shall seek to bring Christian discipleship, wherever such may be needed, or to initiate proper church discipline, if any such may be needed, as the Council of Elders deems appropriate.

At any later time in this discipleship process, the Council of Elders may determine that it is indeed appropriate to accept the request for termination of membership, in which case the Council of Elders shall express such acceptance of request to the resigning Covenant Member, by electronic communication or by mail, and shall inform the rest of the Covenant Members, and utilizing the same above-mentioned 30-day window protocol, along with the Elders' reasons for now accepting the request.

In addition, in every case of a Covenant Member terminating his/her membership, the Elders shall reserve the right to send communication to the leadership of any Christian church that the resigned Covenant Member chooses to attend/join, explaining the circumstances surrounding the resigned Covenant Member's exit from Horizon City Church, if the Council of Elders believes, in its own discretion, that it is clearly in the best interest of that resigned Covenant Member for the leadership of such other Christian church to be aware of the circumstances surrounding the resigned Covenant Member's exit from Horizon City Church.

Section 8. Voting. Each Covenant Member of the Church eighteen years of age or older as of the date the vote is cast shall have one (1) vote on or in respect of any matter on which Covenant Members of the corporation have the privilege to vote under the terms of the Articles of Incorporation, these Bylaws or any applicable statute or rule of law. There shall be no cumulative voting on any matter.

Section 9. Associate (Non-Voting) Members. An Associate Member of Horizon City Church is subject to the discipline of the Church, as set forth herein in these Bylaws and within the Church Covenant, but Associate Members may not vote at Member meetings; only Full Members may be counted toward quorum and vote at meetings of the Covenant Members.

Associate Membership should be rare, however, the Council of Elders may determine to allow a person to apply for Associate Membership, if the Council believes it is in the best interest of that particular person to be a part of the Church, but there is some exigent or extenuating circumstances that prohibit the person from pursuing "Full Member" status. The Council of Elders have the authority to allow the Member application to begin, however, potential Associate Members must be admitted by a vote of the current Covenant Members, just as new Full Members as admitted by a vote of the Covenant Members (pursuant to Article 3, Section 3).

The Elders shall explicitly communicate to the Associate Member candidate that the Elders intend to make good-faith efforts to persuade him/her to remedy (if possible) whatever the issue is that has impaired their ability to pursue Full Membership, and the Associate Member applicant must express his/her intent to be open to such discipleship efforts from the Elders.

Section 10. Reconciliation and Arbitration.

Any and all disputes that may arise, with or within Horizon City Church, shall be handled in accordance with Article 19 of these Bylaws.

Section 11. Transfer of Membership. Membership in this Church is not transferable or assignable. If a Covenant Member's membership is terminated or resigned, they are expected to pursue membership at a like-minded gospel-preaching church, if possible, and in accord with the membership protocols of their new local church.

ARTICLE FOUR: MEETINGS OF MEMBERS

Section 1. Annual Budget Meeting. Beginning in the second fiscal year of the existence of the Church, the Council of Elders shall call for an annual meeting of the Covenant Members, to be held at a location determined by the Council of Elders, for the purpose of affirming an annual operational budget. This meeting must take place at least twenty-one (21) days prior to the beginning of the fiscal year; meeting details (date, time, place, etc.) must be announced to the Covenant Members, by electronic mail, at least twenty-one (21) days in advance of the meeting; the budget shall be presented, by electronic mail, to the Covenant Members at the same time of the announcement of the meeting details. Other business may be transacted at this annual budget meeting too, if needed, at the discretion of the Council of Elders.

Section 2. Special Meetings. Special meetings of the Covenant Members may be called by a simple majority of the Council of Elders or the Lead Pastor (President) or by a signed petition of two-thirds (2/3) of the Covenant Members; whomever has called the meeting is responsible for communicating the time, date, and location of the meeting to the congregation, by electronic mail, at least twenty-one (21) days in advance of the meeting (any and all Members, Elders, and Deacons are always invited to any and all meetings of the Covenant Members, regular or special, except where explicit exceptions exist herein in these Bylaws).

Section 3. Notice of Meeting. Notice stating the place, day, and hour of any meeting of Covenant Members shall be communicated to the Members by electronic mail at least twenty-one (21) in advance prior to the meeting, unless it is an Impromptu Meeting (as described in Article 4, Section 4). If no designation of date, time, or location (or digital medium) is made in the meeting notification(s), then the notification(s) is/are considered invalid.

Section 4. Impromptu Meetings. If at least seventy-five percent (75%) of the Covenant Members should ever meet at any time and place, with the presence of at least one Elder, then any Elder(s) present may call to order an Impromptu Meeting; such a meeting shall be valid without advance notice, and at such meeting any corporate action may be taken.

Section 5. Quorum. Quorum requirements must be met at any meeting of the Covenant Members (special or regular) for any Church business to be transacted. Except as otherwise explicitly required by law, Quorum shall be determined to have been met, at any meeting of the Covenant Members (special or regular), if one of these conditions has been met:

- 1) seventy-five percent (75%) of the Full Members are present AND the proper advanced communication has been given (as prescribed in Article 4, Section 3); or
- 2) seventy-five percent (75%) of the Full Members are present AND at least one Elder is present amongst the meeting attendees; or

- 3) fifty-five percent (55%) of the Full Members are present AND all of the Elders except for the Lead Pastor (President) are present (assuming the Church has at least two Elders in place other than the Lead Pastor) AND the proper advanced communication has been given (as prescribed in Article 4, Section 3); or
- 4) thirty-five percent (35%) of the Full Members are present AND the Lead Pastor (President) is present amongst the meeting attendees AND the adequate advance communication has been given (as prescribed in Article 4, Section 3).

Section 6. Member Decisions. Ordinary business conducted at Members' meetings, regular or special, requires a vote that is equal to or greater than fifty percent plus one (50% + 1) of the Full Members present at the meeting of the Covenant Members; the only exceptions are when an act requires a greater or different number of Members because of requirements set forth in Florida state law or if the business being transacted is considered "Non-Ordinary Business."

Most Church business that is being conducted at any Meeting of the Full Members shall typically be considered "ordinary"; however, certain tasks and activities are considered "Non-Ordinary Business" and shall require unique voting thresholds or protocols; those special instances are outlined below in Article 4, Section 7.

Section 7. Non-Ordinary Business. Business conducted at any meeting of the Covenant Members typically will require the voting thresholds outlined above in Article 4, Section 6; however, the exceptions shall be in any special case(s) where an action or task is considered "Non-Ordinary Business." Non-Ordinary Business includes:

- 1) ***Modifying or amending these Bylaws***; any such modifications or amendments must be approved by a vote that is equal to or greater than ninety percent (90%) of the Full Members present at any regular or special meeting of the Covenant Members and, also, one-hundred percent (100%) of the Council of Elders; any such modifications or amendments must be proposed in accordance with the process and protocols outlined in Article 15.
- 2) ***Purchase, acquisition, or sale of real estate***; any real property transactions must be approved by a vote of at least sixty-six percent (66%) of the Full Members assembled at a Member meeting, special or regular; the acquisition of real estate includes the execution of any long-term rental lease (for the purposes of these Bylaws "long-term" is defined as equal to or longer than twelve months);
- 3) ***Significant budgetary changes***; if any intentional activity would likely result in the total sum of expenditures, within any fiscal year, to increase by more than six percent (6%) of the total sum of expenditures originally approved by the Membership at the most recent Annual Budget Meeting, then any such activity must be approved by a vote equal to or greater than sixty-six percent (66%) of the Full Members present at a meeting of the Covenant Members, regular or special.
- 4) ***Appointment of Elders***; all Elder candidacies and appointments must follow the nomination and affirmation protocols set forth in Article 5, Section 8; for a man to be affirmed to the office of Elder he must receive an affirmative vote of seventy-five percent plus one (75% + 1) of the Full Members present at the Meeting of the Covenant Members, including one-hundred percent (100%) of the current Elders.

- 5) ***Appointment of Deacons***; any such appointments and affirmations must follow the process and protocols set forth in Article 7, Sections 6 and 7; for a person to be affirmed to the office of Deacon he/she must receive an affirmative vote of seventy-five percent plus one (75% + 1) of the Full Members present at the meeting, including affirmation from one-hundred percent (100%) of the Elders.
- 6) ***Removal of an Elder***; the potential removal of an Elder should be taken very seriously and handled with grace and discretion; any such removal must follow the process and protocols set forth in Article 5, Section 11; for an Elder to be removed seventy-five percent plus one (75% + 1) of the total current number of Full Members must vote to remove the Elder in question.
- 7) ***Dissolution of the Church***; if it is determined by the Council of Elders that there is reasonable cause to dissolve Horizon City Church as a corporate entity, the Council of Elders and the Full Members must follow the specific protocols and voting thresholds as outlined in Article 17.

Any and all actions or tasks other than those listed herein this section, that need to be voted upon by Covenant Members at any Members' meetings, regular or special, shall be deemed to be "ordinary business" and shall require the typical affirmative vote that is equal to or greater than fifty percent plus one (50% + 1) of the Covenant Members present at the meeting.

Section 8. Proxies and Remote Voting. At any meeting of Covenant Members that has been determined to be an "in-person" meeting (which shall be the norm, unless explicitly stated), no Covenant Member may be entitled to vote by proxy; however, in some instances there shall be allowance for remote/digital voting (e.g., if a person has been deemed by the Council of Elder to be a "shut-in" or unable to travel due to severe medical reasons or some extreme extenuating circumstances); in any such case the Council of Elders shall make voting available to such persons by phone call or by digital video meeting platform (e.g., Zoom, Microsoft Teams, etc.); the Council of Elders are the sole arbiters, in its sole discretion, for which Covenant Members may qualify for these such exceptions.

Section 9. Digital Meetings. The Council of Elders, in its sole discretion, may call for a meeting to be held digitally (e.g., Zoom, Microsoft Teams, etc.), as allowed by the Florida Nonprofit Corporation Act §617.0820. All normal quorum and communication expectations and protocols, as set forth herein in these Bylaws, remain in effect and shall apply.

Section 10. Action Without a Meeting. Any ordinary business which could be taken at a meeting of the Covenant Members may be taken without a meeting when authorized by seventy-five percent (75%) of the Covenant Members and at least one Elder; the authorization may be completed in writing, with physical signatures, or can be completed via electronic mail.

Section 11. Deviations of Practice. If a Covenant Member believes the Church to be out of accord with these Bylaws, he/she should inform an Elder, without delay. When the Elders determine that the Church is indeed out of accord with these Bylaws, they must provide an update at each meeting of the Members, regular or special, until the situation is remedied.

Section 12. Spirit of Meetings. In every meeting of the Covenant Members, the Covenant Members shall act in that spirit of mutual trust, openness, and loving consideration which is appropriate within the body of our Lord Jesus Christ.

ARTICLE FIVE: COUNCIL OF ELDERS

Section 1. The Founding Elder. During the initial/early phase of the life of the Church, there shall be only one Elder, (herein also “Founding Pastor”) and the Church may transact its normal business and ministerial operations with no restrictions during this phase; any and all obligations and privileges delegated to the “Lead Pastor” and to the “Council of Elders” shall be assumed by the Founding Pastor until the establishment of a plurality of Elders.

Section 2. Plurality of Elders. The Church ought to be fully committed, in good faith, to a plurality of Elders; the recommended number of Elders is to be at least two (2); in any instance in which the number of Elders is less than two (2), then the Covenant Members shall work diligently to remedy the shortfall, as soon as possible, however, seeking to do so without violating the qualifications for Elders (see Article 5, Section 3).

During the early phases of the Church, prior to the establishment of a plurality of Elders, the Founding Pastor shall form an Advisory Team (described in Article 6). At the very moment when an additional Elder is installed at the Church, a plurality of Elders shall be considered to now be established, at which time the Advisory Team shall be fully dissolved; upon such dissolution all obligations or responsibilities of the Advisory Team shall cease.

Section 3. Qualifications of Elders. Each Elder shall be:

- 1) a person of male gender, as determined by biological sex at birth;
- 2) a man who meets the Biblical qualifications of an overseer/elder (1 Timothy 3:1-7, Titus 1:6-9; 1 Peter 5:2-3);
- 3) a man who enthusiastically affirms, without reservation, each article and element of the Church’s Elder Affirmation: *Bethlehem Elder Affirmation of Faith*., cf. bethlehem.church/elder-affirmation-of-faith;
- 4) a man who enthusiastically affirms, without reservation, these two statements: *Danvers Statement on Biblical Manhood and Womanhood* (1987), cf. cbmw.org/about/the-danvers-statement, and *Nashville Statement on Gender and Sexuality* (2017), cf. cbmw.org/the-nashville-statement.

Section 4. Labels for Elders. As previously stated in Article 1, Section 3, the Church affirms that the term “Elder” is used interchangeably in the Bible with terms like “Pastor” and “Overseer” and “Bishop” and “Presbyter.” While the Church prefers the term “Elder” in most situations and contexts, each of the Biblical terms are appropriate to use to describe the men on the Council of Elders.

In addition to those terms, the Church will also occasionally utilize other labels to distinguish types of Elders including, but not limited to, these:

- **Lead Elder or Lead Pastor:** This is the Elder charged with being the primary teacher and visionary for the Church; this Elder shall serve as the President of the Church's legal entity/corporation.
- **Vocational Elders or Vocational Pastors:** Any Elder who serves the Church on a full-time or half-time basis and therefore is entitled to compensation.
- **Lay Elders or Lay Pastors:** Any Elder who does not serve on a full-time or half-time basis and is not compensated for his work as an Elder; although Lay Elders/Pastors may occasionally receive honorariums for work and service (these pastors may also be called "Non-Vocational Elders" or "Non-Vocational Pastors").
- **Associate Elders or Associate Pastors:** All Elders except for the Lead Pastor (President), including any and all Vocational Elders and Lay Elders.
- **Unpaid Staff Elder or Unpaid Staff Pastor:** Any Elder who serves on a full-time or half-time basis and ought to be compensated but is not compensated due to exigent or extenuating circumstances.

These above-listed labels/categories are not mutually exclusive; it is very likely that there will be instances in the Church's history wherein multiple Elders fall into more than one of these categories. These labels/categories are meant to be used for clarity's sake in legal documentation or within specific church operations wherein such labels are helpful; these labels and distinctions do not represent, signify, or imply any structural or governing hierarchy amongst the Council of Elders; all Elders ought to be viewed as equal members of the Council of Elders, regardless of their label, role, and/or compensation.

Section 5. Restrictions. Less than fifty percent (50%) of the Associate Pastors on the Council of Elders are allowed to be "interested persons"; an "interested person" is defined as any brother, father, grandfather, brother-in-law, father-in-law, or husband of any person(s) who is a full-time or half-time employee of the Church.

Section 6. Powers. The property, business, and affairs of the corporation shall be managed by its Council of Elders.

Section 7. Duties of Elders. In keeping with the principles set forth in Acts 6:1-6; 1 Timothy 3:1-7; 5:17; Titus 1:5-9; James 5:14; and I Peter 5:1-4, the Elders shall teach and exhort; refute and admonish those who contradict the truth; pray for the sick; care for the Church's Covenant Members; devote themselves to prayer, to the government of the Church and to ministry.

The Elders shall be responsible for examining and instructing prospective Covenant Members, examining and recommending all candidates for offices, overseeing the work of the Deacons and other Church leaders, conducting corporate worship meetings, administering the ordinances of baptism and the Lord's Supper, encouraging sound doctrine, equipping the membership for the work of the ministry, coordinating and promoting the ministries of the Church, mobilizing the Church for world missions, and overseeing church discipline processes.

The Elders are further to ensure that all who minister the word to the congregation, including outside speakers, share the Church's fundamental convictions.

Section 8. Candidacy, Appointments, and Retention of Elders. The Council of Elders will be the governing body to manage the nominations of future Elders.

The Council of Elders shall select men (hereinafter “Elder Candidates”) to enter into a period of evaluation under the supervision of the Elders. After selection and acceptance, the Elders will announce to the Covenant Members the men entering into the evaluation period; this shall be initially presented by the Council of Elders to the Covenant Members, by electronic mail, as well as at a corporate worship gathering of Horizon City Church; both the Elder Candidate’s names and length of time of supervision shall be communicated (for most men the typical supervision/examination phase will be between 120 days and 18 months).

It is ideal for Elders to be selected from amongst the Covenant Members (opposed to being brought in or hired from outside the Membership of the Church), however, there may be occasions where the hiring or recruitment of a man from outside the Membership of the Church is indeed in the best interests of the Church, as determined by the Council of Elders, in its sole discretion; in any such case the Council of Elders shall present the name and a thorough biography of any potential Elder Candidate that is to be hired/recruited, to be presented by electronic mail, at least thirty (30) days prior to the congregational vote; such thirty-day window shall be in lieu of the typical supervision/examination phase.

If a Covenant Member believes that a man that has been nominated to be an Elder is unqualified to serve as an Elder (whether the nominee has been nominated from within or from outside the Covenant Membership), the Covenant Member with those reservations should express such concerns to the Council of Elders, without delay; should any Covenant Member express concerns or reservations, the Elders shall meet, in good faith, with the person expressing those concerns and/or with the man that has been nominated, to remedy the concern or to shepherd the Members toward Biblical discipleship, as may be needed. If a remedy can be instituted, the man nominated shall move forward into the process, in good faith; if no remedy can be instituted, then the Council of Elders shall determine how to proceed, seeking to shepherd the Members, and always seeking to prioritize whatever is best for the congregation. The Council of Elders shall be the final arbiters as to whether it is prudent and appropriate to move forward with the nominee in question.

After any potential Elder Candidate that is officially nominated by the Council of Elders shall move into the supervision phase; during this phase Members may choose to bring any concerns or protests about any specific Elder Candidates, based on new information or additional character observations (Members should refrain from bringing issues that have already been addressed by the Elders, but concerns that have formed based on new information may be brought to the Elders by any Member); during the supervision phase the Elder Candidates shall have various pastoral duties assigned, as means of testing and vetting; also during this phase the Elders shall communicate with the Members, at regular or special Members meetings, about the status of the Elder Candidates and the reasons why the Elder Candidate has distinguished himself as being ready for pastoral ministry.

After this candidacy period, the Elders shall present the Elder Candidates to the congregation for a vote, an Elder Candidate should be affirmed to be an Elder if he receives a vote of affirmation from at least seventy-five percent plus one (75% + 1) of the Covenant Members present at the meeting of the Covenant Members and one-hundred percent (100%) of the Elders. The new Elder(s) should be installed at a regular or special meeting of the Covenant Members or at a corporate worship gathering of Horizon City Church.

Section 9. Term of Office, Transitions, and Renewals. Each vocational Elder shall serve indefinitely and continuously, until which time he is no longer an employee of the Church.

Each non-vocational Elder shall be appointed to the Council of Elders for a term of two years, renewable at the end of the term.

The Council of Elders may elect, in its sole discretion, to allow a vocational Elder to transition to become a non-vocational Elder or to allow a non-vocational Elder to transition to become a vocational Elder; in the case of a vocational Elder transitioning to becoming a non-vocational Elder, the transitioned Elder would immediately begin his first two-year term, renewable by the protocols set forth herein.

The non-vocational Elder's position on the Council of Elders can be renewed indefinitely; there shall be no term limits. At the end of each non-vocational Elder's term, the non-vocational Elder shall have a collaborative discussion with the Lead Pastor (President), to determine whether it is wise for that specific non-vocational Elder to continue serving on the Council of Elders. If the Lead Pastor (President) and the non-vocational Elder agree that the non-vocational Elder ought to continue serving on the Council of Elders, then the non-vocational Elder will be presented to the congregation for a vote of renewal; in order to be renewed the non-vocational Elder must receive a vote, at a regular or special meeting of the Covenant Members, and the vote must be seventy-five percent plus one (75% + 1) of the total Covenant Members present at the meeting.

In any situation wherein the Lead Pastor (President) believes that the renewal of any particular non-vocational Elder is unwise, or if their working relationship is untenable, then the non-vocational Elder ought to resign, with grace and a spirit of congeniality; the non-vocational Elder should be allowed to resign with dignity; this should be handled with discretion by all parties. However, if the non-vocational Elder disagrees with the Lead Pastor (President) and refuses to resign, then the Lead Pastor (President) should bring the situation to the rest of the Council of Elders, for good faith discussion and, hopefully, a remedy; the Council of Elders will have authority, in its absolute and sole discretion, to determine whether to allow the non-vocational Elder in question to renew his term; if the Council of Elders deems it is good for him to continue as an Elder, he will be presented to the congregation for his renewal vote.

Section 10. Resignation of Elders. Any Elder may resign from the Council of Elders at any time, by giving written notice of resignation (sent by mail or electronic mail) to the President (Lead Pastor) of Horizon City Church and/or the other Elders. A resignation of any Elder shall be effective at the time specified in the resignation or, if no time is specified in the resignation, upon receipt of the resignation. Unless otherwise specified in the resignation, the acceptance of such resignation shall not be necessary to make it effective.

Section 11. Removal of Elders. If any Covenant Member (including an Elder) believes that any specific Elder should be removed from the Council of Elders, for any reason whatsoever, that Covenant Member ought to bring the issue to the Council of Elders, without delay. This ought to be handled with seriousness, integrity, discretion, and in the spirit of Christian unity, seeking to remedy the issue at-hand in a manner that honors our Lord Jesus Christ and in the best interests of the congregation.

After discussion, the Council of Elders will determine it is wise to begin the process of removing the Elder in question, in which case the Elder in question should be temporarily suspended from the Council of Elders (vocational Elder to be suspended with pay); the Council

of Elders should then call for a special meeting of the Covenant Membership, as soon as possible, to bring the issue to the Covenant Membership.

The members of the Council of Elders will not necessarily be required to publicly express their own specific opinions as to whether the Elder in question ought to be removed, they may elect to express that they want to remain neutral and want to allow the proper process to unfold; however, the Council of Elders would seek to present the pertinent details of the situation (the goal would be to give Covenant Members adequate information to make an informed decision, but doing so in the spirit of Christian love, seeking to avoid contentious speech and slander).

If seventy-five percent plus one (75% + 1) of the Covenant Members present at the special meeting of the Covenant Members vote to remove the Elder in question, then the Elder is to be removed from his office immediately, and if he is a vocational Elder he is to be terminated effective immediately; in which case the Council of Elders should offer a fair and reasonable severance package (if there is not at least two Elders left, then the congregation should immediately form a special committee, of wise and seasoned men, to help determine the amount and details of the severance package).

If the vote to remove the Elder does not reach the thresholds outlined herein this section, then the Elder will not to be removed from his office/position; in that case, if any of the other Elders publicly vocalized their support to remove the Elder in question, they are advised to resign, with a spirit of congeniality; stepping down from their own position of Elder would help avoid an untenable working situation between the Elders.

These protocols set for the herein ought to be used to remove an Elder from his office, but the removal of an Elder from his office is not synonymous with church discipline or excommunication; if it is deemed by some Members within the Church that the Elder ought to be disciplined or excommunicated by the Covenant Members, then those Members are advised to follow the protocols outlined in Article 3, Section 6 of these Bylaws, after the Elder in question has been removed from the Council of Elders.

Any and all disputes that may arise in connection or related to the removal an Elder or any actions taken by an Elder, whether the conflict is with or within Horizon City Church, shall be handled in accordance with Article 19 of these Bylaws.

Section 12. Elder Meetings. The Council of Elders will conduct regular meetings, at mutually agreed upon times and location. Meetings can be called by or at the request of the President (Lead Pastor) or any two (2) other Elders; Elders must be notified of upcoming meetings at least one week prior to the meeting; such notice shall be by first class mail, SMS message, or electronic mail, and such notification shall state the place, date, and time of the meeting.

Section 13. Adjournment. A majority of the Elders present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 14. Quorum for Elder Meetings. A quorum shall consist of a simple majority of the members of the Council of Elders. Except as otherwise provided under the Articles of Incorporation, these bylaws, or provisions of law, no business shall be considered by the council at any meeting at which the required quorum is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn.

Section 15. Majority Action as Council Action. Every act or decision done or made by a majority of the Elders present at a meeting duly held at which a quorum is present is the act of the Council of Elders, unless the Articles of Incorporation, these bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the council.

Section 16. Conduct of Meetings. Meetings of Board of Elders shall be presided over by the Lead Pastor of Horizon City Church as Chair of the Board, unless a majority of the Elders selected an alternative Chairman. In the absence of the designated Chairman, a mutually agreed upon Elder may act as the Chairman.

Section 17. Compensation. Elders shall serve without compensation, with the exception of the salary of any Elder recognized by the Council of Elders as a “vocational Elder”; all vocational Elders shall be expected to work the hours set in their job description and shall be compensated properly, as determined by the Council of Elders or by a committee commissioned by the Council of Elders. All Elders, vocational and non-vocational, shall be allowed reasonable reimbursement of expenses incurred in the performance of their pastoral duties.

Section 18. Elder Sabbatical Policy. Any non-vocational Elder may opt, in his sole discretion, for a sabbatical from his pastoral duties, for up to six consecutive months, once every five years; any such sabbatical taken must be fully concluded at least ninety (90) days prior to the date that the Elder is scheduled to be voted upon for the renewal of his next term on the Council of Elders. Should there ever be a moment or season in the life of any specific non-vocational Elder, wherein additional time for rest from pastoral duties seems necessary, the Council of Elders should enter into collaborative and prayerful discussions with the Elder in question, in good faith and without delay, to determine whether continuing to serve on the Council of Elders is ideal for that specific Elder and/or his family.

The Lead Pastor may opt, in his sole and absolute discretion, for a sabbatical from his vocational and pastoral ministry duties, for up to one hundred twenty (120) consecutive days, once every five years; such sabbatical can/should begin on any day five years after the Lead Pastor’s start date as a vocational pastor for the Church, but the start of any such sabbatical can/may be delayed by the Lead Pastor, in his sole and absolute discretion, up to the sixth anniversary of the Lead Pastor’s start date as a vocational pastor for the Church; any subsequent sabbaticals for that Elder will be allowed to begin five full years after the Lead Pastor’s most recent sabbatical has concluded. The Lead Pastor is to be fully compensated, at his same rate, during the sabbatical and the sabbatical days are to be in addition to any vacation time allotted to the Lead Pastor as part of his compensation package; compensation should be given for any unused vacation time, but no compensation should be given for unused sabbatical time.

Any other vocational Elder, other than the Lead Pastor, may also opt, in his sole discretion, for a sabbatical from his vocational and pastoral ministry duties, for up to ninety (90) consecutive days, once every five years; such sabbatical can/should begin in between that Elder’s fifth and sixth anniversaries of his start date as a vocational Elder for the Church; any subsequent sabbaticals for that Elder will be allowed to begin five full years after the most recent sabbatical has concluded. The vocational Elder is to be fully compensated at his same rate during the sabbatical and the sabbatical days are to be in addition to any standard vacation time allotted to the vocational Elder as part of his compensation package; the vocational Elder ought to negotiate the precise start date of the sabbatical with the Lead Pastor; compensation should be given to the

Elder for any unused vacation time, but no compensation should be given for unused sabbatical time; the vocational Elder ought to submit a sabbatical proposal to the Lead Pastor, outlining, in general terms, how the sabbatical time will be invested.

No more than one vocational Elder may take any sabbatical at any given time; vocational Elders are advised to collaborate amongst themselves to ensure that this protocol is fulfilled, while ensuring that each vocational Elder still receives the proper amount of sabbatical time to which each is entitled.

Section 19. Teaching. One significant task that is to be done, on a regular basis, by the Elders is the task of preaching and teaching; all such preaching and teaching within the context and life of the Church shall always be in accordance with the Church's Elder Affirmation: *Bethlehem Elder Affirmation of Faith*, cf. bethlehem.church/elder-affirmation-of-faith.

Should there ever be an instance where an Elder's preaching and/or teaching is not in accordance with the Church's Elder Affirmation, such shall be grounds for the Elder's removal; the protocols for any such removal are prescribed in Article 5, Section 11.

Section 20. Pastoral Assistants and Residents. The Lead Pastor (President) may appoint, in his sole discretion, staff to assist with pastoral ministry, and designate such persons as "Pastoral Assistants" or "Pastoral Residents." These persons shall not serve as voting members of the Council of Elders; however, they shall handle various pastoral duties; these persons may later be recognized as Elders should they be qualified and affirmed, in accordance with the protocols set forth in Article 5, Sections 3 and 8.

The Lead Pastor (President) shall assign the responsibilities of these Pastoral Assistant(s) and they shall serve at the will of the Lead Pastor (President) for a term of one year, although that term may be extended, indefinitely, with the approval of the Council of Elders.

Section 21. Non-Liability of Elders. The Elders shall not be personally liable for the debts, liabilities, and/or other obligations of the corporation.

ARTICLE SIX: ADVISORY TEAM

Section 1. Constitution, Number, and Dissolution. As previously stated herein, during the early phases of the life of the Church, prior to the establishment of a plurality of Elders, the Founding Pastor shall form an Advisory Team; this team shall be constituted of three (3) men from outside of Horizon City Church, selected by the Founding Pastor, in his sole discretion, and ought to be men of high-caliber Christian character. At least one member of the Advisory Team must be a current Elder of The Grove Church (460 W. Montrose Street, Clermont, FL 34711).

This team, along with its responsibilities and privileges, shall be completely dissolved upon the establishment of a plurality of Elders within the Church. The members of the Advisory Team shall serve without compensation.

The members of the Advisory Team are prohibited from becoming permanent Elders at Horizon City Church until at least twelve (12) months after this Advisory Team has been completely dissolved.

Section 2. Responsibilities. Men serving on the Advisory Team shall have no direct pastoral duties; their responsibilities shall be primarily advisory in nature, assisting and advising the Founding Pastor as needed, with three exceptions as described herein:

- 1) The Advisory Team shall have veto power over the annual operational budget for the first fiscal year of the Church; at the beginning of the first fiscal year, the Founding Pastor shall present the operational budget to the Advisory Team for a vote; the proposed budget must receive a two-thirds vote from the Advisory Team; the Founding Pastor shall be required to make adjustments to the budget until the Advisory Team affirms of the proposed budget; this measure is instituted to ensure financial accountability and transparency;
- 2) The Advisory Team shall have the responsibility to shepherd the congregation through the process of removing the Founding Pastor (as described in Article 6, Section 3), should such process ever be needed prior to the establishment of a plurality of Elders;
- 3) The Advisory Team shall have veto power over any real estate transactions involving the purchase or sale of real property or the execution of any long-term lease(s) for the first fiscal year of the church; for the purposes of these Bylaws a “long-term lease” is defined as being equal to or longer than twelve months; therefore, during the first fiscal year of the Church, any such transaction to acquire real property or enter into a long-term lease must be proposed to the Advisory Team and must be affirmed by two-thirds of the members of the Advisory Team; beginning in the second fiscal year of the existence of the Church, the purchase of any real property is to be proposed to and approved by the Covenant Members at a duly called regular or special meeting of the Covenant Members, as described in these Bylaws.

Section 3. Removal of Founding Pastor. Should a situation arise wherein a Covenant Member of the church believes that the Founding Pastor ought to be removed from his position, prior to the establishment of a plurality of Elders, the board that is to be appealed to by the Covenant Member is the Advisory Team.

The Advisory Team would call a special meeting of the Covenant Members to present the reasons for a potential removal. At that meeting the Covenant Members and the Advisory Team shall vote to remove the Founding Pastor, if the motion to remove the Founding Pastor is affirmed by a vote that is greater than seventy-five percent plus one (75% + 1) of the total number of Covenant Members, then the Founding Pastor is to be removed from his office immediately and terminated from his vocational position (in which case the Advisory Team should offer a fair and reasonable severance package, if possible). The Advisory Team shall then meet with the Covenant Members to determine a pathway forward; in any such case, decisions about the future of the Church are to be made by the votes of the Covenant Members of the Church, not unilaterally by the Advisory Team; in such case the Advisory Team shall serve as consultants to the congregation during the transitionary period.

ARTICLE SEVEN: DEACONS

Section 1. Office of Deacons. The office of Deacon is described in 1 Timothy 3:8-13 (cf. Acts 6:1-7). It is a biblical position of the Church, but not necessarily a legal position; Deacons are not Elders and have no authority, actual or implied, to bind the Church. Deacons are those persons identified and appointed by the Council of Elders as provided herein for service to the Church and its Covenant Members, through gifts of ministry. Deacons are to be received as gifts of Christ to the Church. Deacons shall advise and assist the Council of Elders in any service that shall support and promote the ministry of prayer and the Word, new and existing ministries of the Church, and the care of the Covenant Members.

The Deacons may be organized by the Council of Elders in the manner most fitting to accomplish the mission of the Church. The responsibilities of Deacons do not necessarily include preaching, teaching, or spiritual oversight, which are the responsibilities of the Council of Elders, although Deacons may preach, teach, and exercise spiritual oversight as directed by the Council of Elders (Acts 6:1-7:23; Titus 2:3). No one shall ever be allowed to simultaneously hold the office of Elder and Deacon.

Section 2. Number. The number of Deacons shall be established by the Council of Elders from time to time by the ministry needs of the Church.

Section 3. Qualifications. Each Deacon must be:

- 1) a Member in good standing;
- 2) a person who, without reservation, satisfies the character qualifications of a Deacon, as set forth in 1 Timothy 3:8-13;
- 3) a person who enthusiastically embraces, without reservation, these three statements: *Horizon City Membership Affirmation*, cf. horizoncitychurch.com/ma, *Danvers Statement on Biblical Manhood and Womanhood* (1987), cf. cbmw.org/about/the-danvers-statement, and *Nashville Statement on Gender and Sexuality* (2017), cf. cbmw.org/the-nashville-statement.

Section 4. Term of Office. Deacons shall be appointed for such terms, as determined by the Council of Elders; such terms may be set for specific periods of time or may be determined to be indefinite, to be informed by the needs of the congregation.

Section 5. Compensation. Deacons shall serve without compensation, with the exception of the salary of any Deacon recognized by the Council of Elders as a “vocational Deacon”; all vocational Deacons shall be expected to work the hours set in their job description and shall be compensated properly, as determined by the Council of Elders or by a committee commissioned by the Council of Elders. All Deacons, vocational and non-vocational, shall be allowed reasonable reimbursement of expenses incurred in the performance of their diaconal duties.

Section 6. Nomination of Deacons. The Council of Elders shall receive recommendations of candidates for Deacon from the Covenant Members which shall be made after substantial prayer. Names of nominees for service as Deacon shall be presented by the Elders to the Members by announcement at least two weeks prior to the meeting of the Covenant Members for the vote on

the election of Deacons (such announcement can be made by electronic mail or verbally announced at a regular worship gathering of the Church). No nominations or recommendations may be made at a meeting of the Covenant Members. Any Covenant Member, with reason to believe that a nominee is unqualified to serve as a Deacon, should express such concern to the Elders without delay. Covenant Members intending to speak in opposition to a nominee should express the Covenant Member's objection to the Elders, as far in advance as possible before the meeting of the Covenant Members at which a vote of the election of the nominee is to occur.

Section 7. Appointment of Deacons. Appointment of Deacons shall take place at any duly called meeting of Covenant Members and shall be by ballot cast by Covenant Members qualified to vote. A nominee must receive the approval of at least seventy-five percent plus one (75% + 1) and one-hundred percent (100%) of the Council of Elders.

The Church recognizes that the term "Deacon" is a biblical term that has, tragically, often been misused within American churches; any leader installed as a Deacons constitutes a form of "Commissioning" (e.g., for legal purposes Deacons are to be treated as "Commissioned" whenever relevant, e.g., when establishing ministerial housing allowance as allowed/prescribed in Section 107 of the Internal Revenue Code of the Internal Revenue Service).

Notwithstanding the foregoing, Deacon vacancies may be filled at a special meeting of the Covenant Members at the request of the Elders. All elections shall be conducted with a spirit of mutual trust, openness and love, which is appropriate within the church of our Lord Jesus Christ. All nominees shall be treated with grace, kindness and honesty appropriate in evaluating fellow Covenant Members.

Section 8. Removal/Resignation of Deacons. A Deacon may be removed by the Council of Elders for any reason, including a determination that a particular Deacon's area of ministry is no longer needed. Such termination shall be effective immediately upon completion of the required vote of the Elders.

Any Covenant Member with reason to believe a Deacon should be dismissed should express such concern first to the Elders, without delay. The Elders shall seek to bring remedy, if possible, and shall determine whether the concern ought to be brought to the Covenant Members at a meeting of the Covenant Members for a vote; any such actions shall be taken in accordance with Matthew 18:15-17 and 1 Timothy 5:17-21.

Any Deacon may resign at any time, by giving written notice of resignation, sent by mail or electronic mail or hand-delivered, to the Lead Pastor of Horizon City Church. A resignation of any Deacon shall be effective at the time specified in the resignation or, if no time is specified in the resignation, upon receipt of the resignation by the officer of the corporation to whom such written notice of resignation is given or as otherwise determined by the Council of Elders.

Section 9. Committees. The Deacons, with the agreement of the Elders, may establish unpaid administrative positions, committees, or teams of members to assist them in fulfilling their responsibilities in the church.

Section 10. Non-Liability of Deacons. The Deacons shall not be personally liable for the debts, liabilities, and/or other obligations of the corporation.

ARTICLE EIGHT: OFFICERS

Section 1. Officers. The legal Officers of the corporation shall be President (Lead Pastor), Vice President (any Elder or Deacon, as determined by the Council of Elders), and Treasurer (any Elder or Deacon, as determined by the Council of Elders).

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Council of Elders at the regular annual meeting of the Council of Elders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Council of Elders. Each officer shall hold office until such officer's successor has been duly elected and qualified.

Section 3. Resignations. Any officer may resign at any time by giving written notice of resignation to the Council of Elders or the President of the corporation. The resignation of an officer shall take effect at the time specified in the resignation or, if no time is specified in the resignation, upon receipt of the resignation. Unless otherwise specified in the notice of resignation, acceptance of the resignation shall not be necessary to make it effective.

Section 4. Removal. Any officer elected or appointed by the Council of Elders may be removed with or without cause, and with or without notice and opportunity to be heard, by a two-thirds vote of the total number of the Elders, whenever the Elders, in their sole judgment and discretion, believe that it is in the best interests of the corporation to do so. The vote to remove an officer may be made at any regular or special meeting called for that purpose, and such purpose shall be stated in the notice or waiver of notice of such meeting unless all the Elders of the corporation shall be present at the meeting.

Section 5. President. The President (Lead Pastor) shall be the principal executive officer of the corporation and shall in general supervise all of the business and affairs of the corporation. The President shall preside at all meetings of the Covenant Members and of the Council of Elders, unless otherwise determined by the Council of Elders.

The President, or any other proper officer of the corporation authorized by the Council of Elders, may sign any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the corporation which the Council of Elders has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Council of Elders or by these Bylaws or by statute to some other officer or agent of the corporation. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Council of Elders from time to time.

Section 6. Vice President. In the absence of the President or in the event of the President's inability to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to the Vice President by the President or by the Council of Elders.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; keep accurate financial records for the corporation; upon request provide the President and the Council of Elders an account of transactions by the Treasurer and of the financial condition of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of and to the credit of the corporation in such depositories as shall be selected in accordance with the provisions of these Bylaws; and, in general, perform all the duties as from time to time may be assigned to the Treasurer by the President or by the Council of Elders.

Section 8. Other Officers, Agents and Employees. The corporation may have such other officers, agents and employees as may be deemed necessary by the Council of Elders, subject to the condition that all such hires are made in accordance with the religious hiring provisions set forth below. Such other officers, agents, and employees shall be appointed in such manner, have such duties, and hold their offices for such terms as may be determined by resolution of the Council of Elders.

Section 9. Bond. The Council of Elders of the corporation shall from time to time determine which, if any, officers of the corporation shall be bonded and the amount of each bond.

Section 10. Compensation. The salaries of the officers, if any, shall be fixed from time to time by resolution of the Council of Elders. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered to or for the corporation.

ARTICLE NINE: REAL PROPERTY

During the first fiscal year of the Church, the Lead Pastor (President) may purchase, acquire, or sell real property and/or enter into long-term lease(s), on behalf of the Church, only if such transactions have been approved by two-thirds of the Advisory Team, as described in Article 6, Section 2.

Beginning in the second fiscal year of the Church, the purchase, acquisition, or sale of any real property must be approved by a vote of the Covenant Members at a regular or special meeting of the Covenant Members. The Council of Elders shall be free to purchase, acquire, or sell real property or enter into any long-term lease, on behalf of the Church, only after the details of any such transaction have been presented to the Covenant Members and approved by a vote of at least sixty-six percent (66%) of the Covenant Members present at any regular or special meeting of the Covenant Members.

ARTICLE TEN: COMMITTEES

Section 1. Committees of Elders. The Council of Elders, by resolution adopted by a majority of the Elders, may designate one or more committees, each of which shall consist of two or more Elders, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Council of Elders in the management of the corporation. The designation of such

committees and the delegation thereto of authority shall not operate to relieve the Council of Elders, or any individual Elder, of any responsibility imposed on it or such Elder by law.

Section 2. Other Committees. The Church shall have such other committees, from time to time, to be designated by a resolution of the Council of Elders. These committees may consist of persons who are not also members of the Council of Elders and shall act in an advisory capacity to the Council.

Section 3. Meetings and Action of Committees. Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Council of Elders, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Council of Elders and its members, except that the time for regular and special meetings committees may be fixed by resolution of the Council of Elders or by the committee. The Council of Elders may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

ARTICLE ELEVEN: PARLIAMENTARY PROCEDURE

Robert's Rules of Order, Revised, shall govern the deliberations at meetings of the Covenant Members, Council of Elders, and committees except insofar as they may have been modified by the specific provisions of the Articles of Incorporation, of the Bylaws of the corporation, or by specific resolution adopted by its Covenant Members or its Elders.

ARTICLE TWELVE: CORPORATE RECORDS AND REPORTS

The corporation shall keep:

- 1) Minutes of all meetings of the Council of Elders and meetings of the Covenant Members;
- 2) Adequate and correct records of account, including accounts of its business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- 3) A record of its Covenant Members, indicating their names, addresses, class of membership, and the termination date of any membership.

ARTICLE THIRTEEN: EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 1. Execution of Instruments. The Council of Elders, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. Checks and Notes. Except as otherwise specifically determined by resolution of the Council of Elders, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer and countersigned by the President of the corporation.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Council of Elders may select.

Section 4. Gifts. The Council of Elders may accept on behalf of the corporation any contribution, gift, bequest, or devise for the nonprofit purposes of this corporation.

ARTICLE FOURTEEN: RELIGIOUS NATURE OF HIRING

Section 1. Religious Nature of Hiring. The Church is a religious organization that exists for the worship of God and the spread of the gospel of Jesus Christ holistically. Every act of a Christian, down to the most basic functions of life such as eating or drinking (I Corinthians 10:31), are acts of worship and gospel proclamation. Thus, the Church does not view life dualistically but as a whole with every action being an expression of faith, or lack of faith, in Jesus Christ. The Church, through its Elders, Deacons, and employees should demonstrate to its Covenant Members, attenders and the community this unified living by faith.

Accordingly, all positions, whether paid or voluntary (regardless of the nature of position), shall be filled by individuals who:

- 1) are wholeheartedly believe in the Christian faith, as revealed in the Bible, and show evidence of regeneration;
- 2) do not hold any settled convictions contrary to the doctrines of the Church, particularly as expressed in the Member Affirmation of Faith as exists from time to time;
- 3) promises to keep the commitments expressed in the Church Covenant.

Section 2. Hiring of Pastors. Any person serving the Church with the title or role of Pastor must be first approved as an Elder, pursuant to the process outlined in Article 5, Section 8.

ARTICLE FIFTEEN: AMENDMENT OF BYLAWS

These Bylaws may be altered, amended, or repealed, based on a unanimous recommendation of the Council of Elders and approved by a ninety percent (90%) vote of the Covenant Members present at any regular meeting or at any special meeting. All of the members of the Council of Elders must be present at any such meeting wherein in these Bylaws are being amended to confirm the unanimity of the proposed changes.

All proposed amendments must be offered to the Covenant Members in writing at least thirty (30) days prior to the regular or special Covenant Member meeting at which the matter will be subject to vote with notice given to the Covenant Members of the means of obtaining a copy

of the proposed amendments announced at all regular corporate worship meetings occurring two weeks prior to such meeting, inclusive of the day on which the meeting will take place.

ARTICLE SIXTEEN: CONSTRUCTION AND TERMS

Should any provisions or portion herein be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected and unimpaired by such holding. All references in these Bylaws to the Articles of Incorporation refers to any founding document filed with an office of the state of Florida and shall be used to establish the legal existence of this corporation. All references in these Bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

ARTICLE SEVENTEEN: DISSOLUTION

Section 1. Procedure for Dissolution. At any time on or before September 28, 2028, the Lead Pastor (President) may determine, in his absolute and sole discretion, that there is reasonable cause to dissolve Horizon City Church as a corporate entity and for the Church to cease operations; in any such case, the Lead Pastor (President) must communicate such a determination to the Covenant Members, without delay, with reasonable explanation for why he has opted to dissolve the Church, and such communication must include the date and time for the Church's final worship gathering; his determination to dissolve the Church cannot be vetoed by any party(ies), internal or external. Upon such announcement, the Lead Pastor (President) and/or the Council of Elders must then take all reasonable and legal steps to complete the dissolution, including, but not limited to, all steps necessary for the proper distribution of assets.

On September 29, 2028, the determination and authority to dissolve the Church shifts from the Lead Pastor (President), in his sole discretion, to the Covenant Members, collectively. In the event that the Lead Pastor (President) and/or Council of Elders determine that there is reasonable cause to dissolve Horizon City Church as a corporate entity, he/they shall recommend such dissolution to the Covenant Members, and the Covenant Members shall convene a special meeting to vote; the notice(s) for any such special meeting shall be sent by electronic mail to the Covenant Members, no less than sixty (60) days prior to the special meeting, and any such notice(s) shall explicitly state that the purpose of the special meeting is indeed to consider dissolution and how the assets of the corporation are to be properly distributed, and such communication must include the date and time for the Church's final worship gathering if the vote to dissolve is affirmative at that special meeting; at least sixty-six percent plus one (66% +1) of the Members present at that special meeting must vote in the affirmative to approve the proposal of dissolution.

Section 2. Distribution of Assets Upon Dissolution. After the approval of dissolution, whether by the Lead Pastor (President) on or before September 28, 2028 or by a vote of the Covenant Members, on or after September 29, 2028, all of the corporation's debts shall be fully satisfied, fair severance packages are to be offered to staff, and then all remaining assets and holdings shall be designated to be given to one of the following:

- 1) North American Mission Board (or its successor); or
- 2) International Mission Board (or its successor); or
- 3) Florida Baptist Convention (or its successor); or
- 4) a new church plant within the state of Florida, endorsed by the Southern Baptist Convention (or its successor), to be given as a legacy gift; in order to be eligible for this legacy gift, the new church plant must be a recognized as a 501(c)(3) tax-exempt organizations by the Internal Revenue Service (IRS), either by having obtained their own determination letter from the IRS or by receiving such status under the group exemption protocols of the IRS.

None of the Church's assets or holdings shall be divided among the Members or any other individuals. The final decision as to which entity is to be designated shall be determined by a vote equal to or greater than fifty percent plus one (50% + 1) of the Covenant Members present at the meeting of the Covenant Members. Any such assets or holdings that are not so disposed of shall be disposed of exclusively for such purposes by a court of competent jurisdiction where the principal office of the corporation is then located.

ARTICLE EIGHTEEN: INDEMNIFICATION

Each Director, Officer, Elder, and Deacon of this corporation, vocational or non-vocational, now or hereafter, as well as any such person's heirs, executors, associates, representation, successors, and administrators, shall all be fully indemnified by this corporation; the Church indemnifies all such persons against all costs, expenses, settlements, judgements, and amounts of liability, including all counsel and legal fees, incurred by or imposed upon such persons in connection with any action, suit, proceeding, and/or claim to which such person may be made a party.

This indemnification survives and remains intact indefinitely for each Director, Officer, Elder, and Deacon, even after such persons have ceased to serve the Church in those official capacities; this indemnification is not negated if such person is made to be a party to any action, suit, proceeding, and/or claim after their time serving as Director, Officer, Elder, or Deacon.

This indemnification also includes all instances wherein the Director, Officer, Elder, or Deacon, is now being made a party to an action, suit, proceeding, and/or claim due to that person's own incompetence, malfeasance, or negligence, unless such involved any action or activity that is defined as a felony under Florida state law.

This indemnification includes and covers damages incurred or imposed upon such persons from any action, suit, proceeding, and/or claim based upon actions or events that occurred before the adoption of these Bylaws.

ARTICLE NINETEEN: BIBLICAL RECONCILIATION AND ARBITRATION

Section 1. Biblical Resolution.

In keeping with Matthew 18:15–17 and 1 Corinthians 6:1–8, all Covenant Members, officers, employees, and volunteers of Horizon City Church agree that any dispute related to church life, governance, membership, or employment shall be resolved in a distinctly Christian manner.

Parties will first seek private reconciliation and, if necessary, shall allow the Council of Elders to serve as the primary arbiters for reconciling any such conflicts; however, if needed, mediation under the *Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation* (ICC), or a similar Christian conciliation service, may be sought.

Section 2. Binding Arbitration.

If private reconciliation or mediation does not resolve the matter, the parties shall submit the dispute to final and binding Christian arbitration administered under the same ICC Rules.

Judgment on the award may be entered in any court of competent jurisdiction in the State of Florida pursuant to Chapter 682, Florida Statutes.

Section 3. Venue and Exceptions.

Any and all mediation or arbitration shall occur in Lake County, Florida (or the county of the Church's principal office). This Article does not prevent required reports to civil authorities or emergency court relief to preserve safety or property.

Section 4. Condition of Participation.

Agreement to this process is a condition of membership, employment, and volunteer service in Horizon City Church.