

BELMONT CHURCH BYLAWS

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ARTICLE 1: MISSION AND BELIEFS

Section 1. Statement of Identity.

Belmont Church is a diverse locally-governed non-denominational Christian church located in Nashville, Tennessee. We believe that the Bible is the divinely inspired Word of God. We also believe in the present-day ministry and gifts of the Holy Spirit. Accordingly, we purpose to passionately pursue God's eternal redemptive plan for our church, our community, our nation, and our world.

Section 2. Statement of Purpose.

Jesus taught that the greatest commandments were to love the Lord your God with all your heart, soul, and mind and to love your neighbor as yourself (Matthew 22: 36-40). Therefore:

Belmont Church purposes to express our love for God through extravagant worship and praise, fervent prayer and intercession, exuberant giving of its resources to the Kingdom of God, as well as in-depth Biblical study and inquiry.

Belmont Church purposes to express our love for our neighbors through serving the poor and needy; our faithful support and embrace of local and world outreach; and our desire for meaningful worship where all are welcomed to encounter the truth, love and power of God. To go into all of the world and make disciples (Matthew 28:19-20)

Section 3. Statements of Core Spiritual Beliefs.

Belmont Church is a congregation of believers who rely wholly on the Word of God and the Spirit of God for our values and beliefs. As such, we share many core beliefs with multitudes of Christian churches around the globe. In this Section we choose to highlight our core beliefs to articulate for ourselves and others the foundational and distinctive elements of our theological beliefs and spiritual practices. The following Statements of Core Spiritual Beliefs do not exhaust the extent of our faith. The Word of God itself is the final authority concerning what we believe.

- A. We believe that there is one infinite God, who is omnipotent, omniscient, omnipresent, perfectly righteous and holy, and incomparably loving. God is eternally existent in three persons: Father, Son and Holy Spirit. (Genesis 1:1; John 1:1; John 10:30-33; John 14:10-17; Ephesians 4:4-6)

- B. We believe that Jesus Christ is Lord and Savior, fully God and fully human. (Philippians 2:5-8) We believe in His appearance on earth through a virgin birth (Luke 1:26-38; Luke 2:1-7), His sinless life (2 Corinthians 5:21), His miracles, His death to take away the sins of the world and restore humankind toward right relationship with God (Romans 4:25) His bodily resurrection (Luke 24:2-7), His ascension to the right hand of the Father (Mark 16:19) and His personal return to earth in power and glory to complete the work of bringing the Kingdom of God to earth as it exists in heaven. (2 Peter 3:3-13)
- C. We believe in the active ministry of the Holy Spirit who ushers in the experiential presence of God and who empowers the Christian for witness and service (Acts 1:8). We believe that all the fruit and gifts of the Holy Spirit are operative and necessary for the church. (Galatians 5:22-23; I Corinthians 12:8-10)
- D. We believe that the Bible is the Holy Spirit-inspired, authoritative Word of God and that it is completely reliable and infallible. All Scripture is God-breathed and is useful for teaching, rebuking, correcting and training in righteousness, so that the servant of God may be thoroughly equipped for every good work. (II Timothy 3:16-17)
- E. We believe Jesus Christ, alone, is the way, the truth and the life of God. (John 14:6). We believe that salvation is solely by grace, through faith in the Lord and Savior Jesus Christ, by the shedding of his blood on the cross for all humanity. (Ephesians 2:8-9; Romans 3:25; I Peter 3:18) We believe that anyone who confesses with their mouth that Jesus is Lord and believes in their heart that God raised him from the dead, will be saved. (Romans 10:9)
- F. We believe that God wants all people to be saved and that all come to the knowledge of Him. (I Tim 2:4; 2 Peter 3:9) We believe in the resurrection of both the saved and the lost. Those who are saved to eternal life with God, and those who are lost to punishment and eternal death and separation from God. We believe that those who accept Jesus as Lord and savior will be joined with Him now and forever and those who reject Jesus will be separated from Him now and forever. (Matthew 25:31-46)
- G. We believe in one universal church that is the body of Christ. (1 Corinthians 12.12) We believe that Christ is its head. (Colossians 1:18) We believe that all who are born again by the blood of Jesus and by the Spirit are its members. (John 3:5-8) We believe the church's purposes are offering love and worship to God (1 Chronicles 16:23-31; Hebrews 12:28-29); providing fellowship, love, ministry, and instruction to itself (Acts 4:32-35); extending love, evangelism and service to the world by joining Jesus in bringing His Kingdom on earth through our ministry as His ambassadors of reconciliation to all others. (2 Corinthians 5:18-20) We believe in the spiritual unity of all believers in our Lord Jesus Christ.

- H. We believe in the presence and ministry of angels, the reality of the devil and demonic beings, and the legitimacy and necessity for spiritual warfare over and for our nations, cultures, cities, families and individuals so that the purposes for which God created every human (Psalm 139) and established every nation (Acts 17:26-27) may find their fulfillments.
- I. We believe in the power of prayer to connect to the heart of the Father and experience His love and acceptance. We believe prayer enables us to communicate directly with God and God to communicate directly with us as we listen. (John 10:27-28; John 16:23; Jeremiah 33:3) We believe that prayer transforms our physical and spiritual reality and has the power to bring healing, restoration, and meaningful change in our world and our community. (Mark 11:22-24)
- J. We believe in the sanctity of life from conception to death. (Psalm 139:13-16)
- K. We believe God has designed the beautiful gift of sexual intimacy to be shared in the sacred covenant marriage relationship between a husband and wife. We further believe that all intimate sexual activity outside the marriage relationship, whether heterosexual, homosexual, or otherwise, is immoral and therefore sin. (Genesis 2:24-25; Exodus 20:14, 17, 22:19; Leviticus 18:22-23, 20:13, 15-16; Matthew 19:4-6, 9; Romans 1:18-31; I Corinthians 6:9-10, 15-20; I Timothy 1:8-11, Jude 7)
- L. We believe men and women are equally created in the image of God (Genesis 1:27) We believe that God uniquely, wonderfully, and immutably creates each person as male or female. (Genesis 1:27) We believe these two distinct genders together reflect the image and nature of God. We believe men and women augment each other in the service of God's Kingdom and in the working of the Holy Spirit (1 Corinthians 11:11-12) and therefore should both be encouraged and released in all aspects of the ministry of Jesus Christ. (1 Corinthians 14:26)
- M. We believe Gentile followers of Jesus do not replace Israel in the promises of God. (Romans 1:16) As ingrafted branches on God's tree, Gentiles now share both the nature and the continuing promise with the Jewish people who have been rooted in God. Therefore, we believe we should love, encourage, comfort and stand with Jewish people throughout the world. (Romans 11:11-26)
- N. We believe that when Jesus ascended, He gave spiritual gifts to His people, enabling some to serve as apostles, prophets, evangelists, pastors and teachers for the purpose of equipping the church and bringing the body of Christ into maturity. (Ephesians 4:1-11) We believe that He continues to give these ministry gifts today.

O. We believe that God has entrusted to His church both the message and ministry of reconciliation through the power of the Gospel to tear down dividing walls in our culture and society based on racial, ethnic, socioeconomic or denominational backgrounds. (2 Corinthians 5:17-20; Proverbs 31:8-9; Isaiah 1:17; Micah 6:8)

Section 4. Statements on Sacramental Practices

- A. **Baptism:** We practice baptism by immersion as a testimony and public declaration of believers who have repented of sin and confessed Jesus Christ as their Savior and Lord in obedience to the Holy Scriptures. (Acts 2:38)
- B. **The Lord's Supper/Communion:** We believe that Jesus taught his followers to often come together to remember and celebrate his life, death, and resurrection through the Lord's Supper. We believe the symbolic sharing of bread and wine together, to be reminded of his sacrificial gift of eternal life, draws us closer to him and to each other. We believe that in the Lord's Supper we are renewed to walk in the power of his life, death, resurrection and triumphant return to earth. (Luke 22:7-20; I Corinthians 11: 23-26)
- C. **Marriage:** We believe that marriage is a sacred covenant relationship established by God between a man and a woman. Jesus taught "For this reason, a man will leave his father and mother and be united to his wife, and the two will become one flesh. Therefore, what God has joined together, let no one separate." (Matthew 19:4-6) Accordingly, all Pastors, Directors and/or Staff of Belmont Church may only officiate, host, and/or solemnize marriages between one biological man and one biological woman and shall not foster any activity contrary to God's ordained definition of marriage.
- D. **Dissolution of Marriage:** We believe that divorce may be permissible where marital infidelity, abandonment or abuse has occurred. (Matthew 19:9; 1 Corinthians 7:15) In such cases we believe the individual should seek godly counsel to affirm any action taken.

ARTICLE 2: NAME AND OFFICES

Section 1. Name. The name of this corporation is Belmont Church, as provided in the Nonprofit Corporation Charter ("Charter") filed with the Tennessee Secretary of State. It is intended that Belmont Church have the status of a corporation which is exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended, or any corresponding provisions of any future tax laws (hereinafter referred to as the "Code"), as an organization described in Section 501(c)(3) of the Code. Belmont Church has been organized

pursuant to the Tennessee Non-Profit Corporation Act. The words Belmont Church, as used in these Bylaws, include all entities and multisite locations of Belmont Church.

Section 2. Registered Office. The registered office of Belmont Church is required to be maintained in the State of Tennessee by the Tennessee Non-Profit Act, as amended from time to time and may, but need not, be identical with the principal office in the State of Tennessee. The address of the registered office may be changed from time to time by the Elders (as defined in Article 4).

Section 3. Church Office. The principal office of Belmont Church is located at 68 Music Square East, Nashville, Tennessee 37203. The principal office of Belmont Church may not be moved to a different location unless approved by the Elders.

ARTICLE 3: MEMBERSHIP

Section 1. Membership. Belmont Church will have “Members”, which shall mean those individuals who have met and maintained the criteria for membership provided in Article 3 Section 2 and Section 3.

Section 2. Criteria for Belmont Church Membership.

A. We invite those who meet the membership standards to become active Members of Belmont Church. A Member of Belmont Church affirms the following membership standards, in a form provided during the membership process:

1. I have been saved by grace through faith in Jesus Christ alone and have received Him as both my Savior and Lord.
2. I believe there is only one God; Father, Son and Holy Spirit; Maker of heaven and earth.
3. I believe Jesus Christ is God’s only Son, our only Lord and Savior, eternally existing, conceived of the Holy Spirit, born of the virgin Mary, crucified for our sins, risen from the dead on the third day, ascended to the Father, sitting at His right hand, coming again as Judge and King.
4. I believe the Holy Spirit has been given to all believers.
5. I have been baptized in water at some point in my life, signifying conversion and faith in Jesus.

6. I believe the Bible is God's Word and is authoritative in all matters of faith and practice.
 7. I have read and am in agreement with Belmont Church's Mission and Beliefs (found in Article 1) and Statement of Core Spiritual Beliefs (found in Article 1 Section 3).
 8. I agree to be governed by Belmont Church's Bylaws as they pertain to church life.
 9. I agree to regularly support the work of God through Belmont Church with my time, gifts, skills and finances.
- B. A Member of Belmont Church must have concluded membership in any previous churches as ethically and peacefully as possible.
- C. A Member of Belmont Church accepts that the Elders and Pastors of Belmont Church have a pastoral responsibility in his or her life, including following the biblical disciplinary process as defined in Section 4.

Section 3. Qualifications for New Members.

Any person attending Belmont Church who gives satisfactory evidence of having placed their faith in the Lord Jesus Christ as their personal Savior and Lord, who affirms his or her agreement with the criteria for Belmont Church membership provided in Article 3, Section 2 and who completes an appropriate new Member process shall be received as a Member of Belmont Church.

Section 4. Discipline.

The disciplining of a Belmont Church Member, when necessary, shall proceed as follows:

- A. If any Member should conduct himself or herself in a manner which, in the studied opinion of the PLT, based upon the facts known to them, is not in harmony with Biblical principles and for which he or she does not show evidence of repentance, he or she shall be interviewed and counseled after the manner clearly indicated in the Word of God (Matthew 18:15-17; Galatians 6:1; II Thessalonians 3:14-15). The restoration of the erring Member shall be the primary purpose and love the sole motivating force in these interviews.
- B. If, however, the Member should choose to continue in his or her unrepentant condition, and should persist in sin, false teaching or division as determined by the PLT, the PLT

may recommend to the Elders termination of his or her membership. The Elders may terminate his or her membership by three-fourths majority vote. The Elders may also notify Belmont Church of such action, and may expel him or her from the fellowship of Belmont Church (I Corinthians 5:9-13).

Section 5. Termination of Membership.

A. Membership is terminated when one or more of the following occurs:

1. A Member dies.
2. A Member resigns from Belmont Church and/or joins another church.
3. A Member absences themselves from Belmont Church services for a period of one (1) year other than for mission activities or physical impairment.
4. A Member conducts himself or herself in such a manner as to evidence, in the opinion of the Elders, a refusal to submit to the Elders and Pastors.
5. A Member is disciplined in accordance with Section 4(B) above.
6. A Member denies his or her profession of faith in Jesus Christ.
7. A Member departs from membership standards.

B. Membership may be reviewed periodically. Those members liable for termination of membership under Article 3, Section 5, 3 through 7 above shall be identified. They shall be counseled with a view toward reconciliation with Belmont Church. The Elders are empowered to remove from membership those who have not responded to discipline and those who have asked to permanently leave fellowship with Belmont Church.

Section 6. Membership of Elders, Pastors, Directors, and Staff

The office of Elder and their spouses will be active Members of Belmont Church during their tenure. Each Pastor, Director and Staff and their respective spouses will be active Members during their tenure or period of employment.

ARTICLE 4: COLLEGE OF ELDERS

Section 1. Membership and Definitions. The “Elders” shall mean the “College of Elders.” The College of Elders (“COE”) are made up of volunteer Members of Belmont Church, who are not on Staff with Belmont Church.

Section 2. Number of Elders. The COE will consist of at least five and no more than twenty members. The exact number of Elders will be fixed, within those limits, by a resolution adopted by the COE, as amended from time to time.

Section 3. Selection and Qualifications of Elders.

A. The Elders shall be selected according to the following process:

1. From time to time, the COE may solicit nominations for new Elders from Members of Belmont Church. Nominees are limited to active Members of Belmont Church. Belmont Church Pastors, Directors and Staff are not eligible for service as Elders.
2. Individuals nominated for the COE shall be approved by a three-fourths majority vote of the COE after determining the person’s Biblical qualifications for becoming an Elder as provided in 1 Timothy 3:1-7 and Titus 1:6-9 and in accordance with these Bylaws.
3. The COE shall present the Elder candidates to the Members for comment following recommendation. Any comments from the Members shall be investigated and acted upon by the Elders.

B. The COE shall nominate a Chairman of the Elders from the current COE and approve such nominee by a two-thirds majority vote of all active members of the COE. The Chairman of the Elders shall serve for a period of up to 3 consecutive years, and the active members of the COE will take an annual vote affirming the Chairman of the Elders, which must pass by a two-thirds majority vote. An Elder who has previously served as the Chairman may be reelected provided, they have not served as Chairman of the Elders during the immediately preceding 3-year period. The Chairman of the Elders will preside at all meetings of the COE and will exercise and perform other powers and duties the COE may from time to time assign to him or as prescribed by the Bylaws. In the event the Chairman of the Elders is unable to preside at a meeting, the Chairman of the Elders may appoint a designee from the COE to preside at the meeting.

- C. The COE shall nominate a Secretary of the Elders from the current COE and approve such nominee by a two-thirds majority vote of all active members of the COE. The Secretary of the Elders shall serve for a period of up to 3 consecutive years, and the active members of the COE will take an annual vote affirming the Secretary of the Elders, which must pass by a two-thirds majority vote. An Elder who has previously served as the Secretary of the Elders may be reelected provided, they have not served as Secretary of the Elders during the immediately preceding 3-year period. The Secretary of the Elders shall keep a complete record of COE proceedings and hold the other powers and duties that the COE prescribes.

Section 4. Term of Service. Each Elder will serve in the COE until they resign, die, become incapacitated or are removed. Notwithstanding, an Elder may request a 12-month sabbatical as provided for under Section 13 herein.

Section 5. Evaluation and Accountability

- A. Each Elder must evaluate his own physical, practical and spiritual ability to continue to be a contributing member of the COE, and honestly communicate such to the Chairman of the Elders on a regular basis, but no less frequently than annually.
- B. The Executive Council (“EC” as defined in Article 7) shall conduct periodic assessments of individual Elders, drawing, in part, on information gleaned from Members, Pastors, Directors and Staff and shall provide the COE with a summary of such reviews. The EC may make a recommendation to the COE to remove any Elder for conduct contrary to the Word of God or the Bylaws.
- C. The COE may authorize a Group as provided in Article 8, Section 2, to provide counsel and to assess the effectiveness of the COE.

Section 6. Powers of Elders. Recognizing Jesus Christ as the Head of the Church, the Elders are the governing authority of Belmont Church. Elders are known as and function as Directors under the Tennessee Nonprofit Corporations Act. Subject to the provisions and limitations of the Tennessee Nonprofit Corporations Act, any other applicable laws, and any contrary provisions in Belmont Church’s Bylaws or Charter. Belmont Church’s activities and affairs will be managed, and all corporate powers will be exercised, by or under the direction of the COE.

Section 7. Duties and Responsibilities of Elders.

The duties and responsibilities of the COE include those identified for Directors under the Tennessee Nonprofit Corporations Act, designated in the Bylaws and as provided below:

- A. To participate in the ministries of Belmont Church
- B. To approve the mission and vision of Belmont Church and release the Pastoral Leadership Team (“PLT” as defined in Article 6) to implement them.
- C. To guard and preserve the core beliefs, vision and distinctive elements of Belmont Church. All changes to current doctrinal policies of Belmont Church must be approved by the COE by a three-fourths majority of all active members of the COE.
- D. To approve borrowing money and incurring indebtedness on behalf of Belmont Church, or cause to be executed and delivered for Belmont Church’s purposes and in Belmont Church’s name, any promissory notes and other evidences of debt and/or security instruments by a three-fourths majority vote.
- E. To exercise all powers conferred by the State of Tennessee and/or other applicable laws.
- F. To approve any official affiliation of Belmont Church with another church or organization by a three-fourths majority vote of all the active members of the COE at any duly called meeting; or, should that circumstance ever arise, approve the dissolution of Belmont Church in accordance with Article 12.
- G. To demonstrate regular attendance and service in weekly assemblies and ministry to the congregation of Belmont Church.
- H. To change the principal office or the principal business office in Tennessee from one location to another; cause Belmont Church to be qualified to conduct its activities in any other state, territory, or country; and conduct its activities in or outside Tennessee.
- I. To select and remove Belmont Church’s Officers and agents, to prescribe powers and duties for them, with the Belmont Church Charter or Bylaws, fix their compensation, and require from them security for faithful service.
- J. To oversee and govern the affairs and business of Belmont Church and to make relevant rules and regulations not inconsistent with the law, the Charter or the Bylaws.

- K. To review and provide final approval for the annual budget and staffing plan of Belmont Church as proposed by the PLT and approved by the EC.
- L. To conduct an annual review of the Executive Pastor, Teaching Pastor, and Church Administrator (as defined in Article 9).
- M. To review and provide final approval for the hiring and firing of all Pastors, Directors and the Church Administrator.
- N. To license and ordain Pastors, Directors, Staff, and Members who affirm Belmont Church's Mission and Beliefs as set forth in Article 1 of these Bylaws as ministers of the Gospel and to perform marriages pursuant to these Bylaws and Tennessee law.
- O. To remove the license or ordination of Pastors, Directors, Staff, and Members who no longer affirm Belmont Church's Mission and Beliefs as set forth in Article 1 of these Bylaws.

Section 8. Limitations of Individual Elders. Except as otherwise provided in these Bylaws, an individual Elder shall not have any power or authority to: (A) act as an official representative of the COE in matters relating to interfacing with other churches, ministries, leadership groups, etc. unless officially designated by the COE for such responsibility; and/or (B) bind Belmont Church by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 9. Removal of Elders. Any Elder may be removed from office, with or without cause, for conduct contrary to the Word of God or the Bylaws and as permitted by and in accordance with the laws of the State of Tennessee. A vote for removal of an Elder may occur at any duly called COE meeting by a three-fourths majority vote of all the active members of the COE, and the Elder in question must exclude himself from the vote.

Section 10. Resignation of Elders. Any Elder who wishes to resign will consult with the Chairman of the Elders regarding the Elder's resignation. After such consultation, the Elder may resign by giving written notice to the Chairman of the Elders or the Secretary of the Elders. The resignation is effective when the notice is given unless agreed to otherwise by the resigning Elder and Chairman.

Section 11. Compensation and Reimbursement. Belmont Church may not compensate Elders for their service on the COE, but may reimburse them for reasonable and necessary expenses related to their duties as an Elder. The COE may contract for and pay to Elders rendering unusual or exceptional services to Belmont Church special compensation appropriate to the value of such services.

Section 12. Meetings of the College of Elders.

- A. Quorum. A quorum shall be a majority of the COE.
- B. Regular Meeting. The COE will hold regular meetings. The COE will establish the time of the regular meetings. Notice of a regular meeting is not required. All actions and responses (consent, objection, abstain, etc.) must be documented in the minutes.
- C. Remote Meeting. The COE members may participate in a remote meeting using visual and/or audio meeting systems, such as telephone conferencing, internet based conferencing or similar communications options, provided that all COE members participating in the meeting can hear one another.
- D. Special Meeting. The Chairman of the Elders or any Elder may call a special COE meeting for any purpose. All actions and responses (consent, objection, abstain, etc.) must be documented in the minutes.
- E. Notice of Special Meeting. Notice of a special meeting shall include the place and time of the meeting and shall be delivered to each Elder by personal delivery, first class mail, telephone (including voicemail), electronic mail or other electronic means.
- F. Action Without Meeting. Any action that the COE is required or permitted to take may be taken without a meeting if the entire COE consent. An action by written consent has the same force and effect as any other validly approved COE action. All actions and responses (consent, objection, abstain, etc.) must be documented in the minutes of the next COE meeting.
- G. All decisions made by COE must be approved by a two-thirds majority vote of all active members of COE unless otherwise provided for herein.

Section 13. Sabbatical. Any active Elder in good standing may make a written request to the Chairman of the Elders for a sabbatical for up to 12 months. The Chairman of the Elders shall grant such request and notify the COE. While on sabbatical, the Elder will be deemed inactive. The Elder will not be required to attend meetings or vote on matters pending before the COE. At the end of the sabbatical period, the Elder may resume duties as an active member of the COE. Alternatively, the Elder may make a written request for an extension to the Chairman of the Elders. Subsequent extended sabbatical periods must be approved by the COE by a two-third majority vote of the active COE members.

Section 14. Elder Emeritus. An Elder who resigns and has served on the COE for more than ten years may be appointed as an Elder Emeritus by a two-thirds vote of the active members

on the COE. An Elder Emeritus will be deemed inactive. Notwithstanding, the Elder Emeritus may be invited to attend meetings to provide insight and guidance to the COE; however, the Elder Emeritus shall not have a vote on matters pending before the COE.

ARTICLE 5: OFFICERS

Section 1. Officers. The Officers of Belmont Church shall be those individuals as may from time to time be designated by the COE to administer the policies of Belmont Church, consistent with the requirements of the State of Tennessee for officers of not-for-profit corporations. Each person serving as an Officer shall be required to support and agree with the stated Mission and Beliefs of Belmont Church, as provided in Article 1, and serve in accordance with the Belmont Church Charter and Bylaws. Unless otherwise designated and elected by the COE, the Officers shall be the Chairman of the Elders and the Secretary of the Elders (each an “Officer” and collectively the “Officers”).

Section 2. Selection and Term. The COE elects all Officers unless otherwise specified herein. Each Officer will serve for the longer of (A) the duration of their respective term as Chairman of the Elders or Secretary of the Elders, (B) the term determined by the COE, or (C) the date on which his successor is duly elected and qualified.

Section 3. Limitations. Officers shall not have any power or authority to: (A) act as an official representative of Belmont Church in matters relating to interfacing with other churches, ministries, groups, etc., unless officially designated by the COE for such responsibility; (B) authorize the expenditure of any funds on behalf of Belmont Church, unless officially designated by the COE for such; (C) bind Belmont Church by any contract or subject to any debt or encumbrance, unless officially designated by the COE for such; and/or (D) exercise any power or authority except as designated in the Bylaws and/or as identified in writing by the COE.

Section 4. Vacancies. The COE must fill a vacancy in any Officer because of death, resignation, removal, disqualification or otherwise.

Section 5. Compensation. Belmont Church may not compensate Officers for their service, but may reimburse them for reasonable and necessary expenses related to their duties as an Officer.

Section 6. Removal of Officers. Any Officer may be removed from office, with or without cause, for conduct contrary to the Word of God or the Bylaws and as permitted by and in accordance with the laws of the State of Tennessee. A vote for removal of an Officer may

occur at any duly called COE meeting by a two-thirds majority vote of all the active members of the COE, and the Officer in question must exclude himself from the vote.

Section 7. Resignation of Officers. Any Officer who wishes to resign will consult with the COE regarding the Officer's resignation. After such consultation, the Officer may resign by giving written notice to the COE. The resignation is effective when the notice is given unless agreed to otherwise by the resigning Officer and the COE.

ARTICLE 6: PASTORAL LEADERSHIP TEAM

Section 1. Membership and Definitions. The "Pastoral Leadership Team" ("PLT") members are comprised of the following "permanent members": Executive Pastor, Teaching Pastor, and Church Administrator, and up to two "appointed members" from Belmont Church Pastors and Directors.

Section 2. Selection and Qualifications of PLT. The "permanent members" shall nominate the "appointed members" of the PLT annually. The PLT shall solicit feedback from the Pastors, Directors, and Staff on potential candidates for the "appointed members". The EC shall vet the PLT's nominees and select the "appointed members" by a two-thirds majority vote of all active members of the EC. Any Pastor or Director member of the EC who is nominated shall abstain from the vote. An "appointed member" of the PLT may serve for a period of up to 3 consecutive years, subject to an annual vote by the EC affirming the "appointed member", which must pass by a two-thirds majority vote. An "appointed member" who has previously served on the PLT may be reelected provided they have not served during the immediately preceding 1-year period.

Section 3. Assessment of PLT. An assessment and evaluation of the functioning of the PLT will be conducted annually by the non-PLT members of the EC.

Section 4. Term of Office. The "permanent members" of the PLT will serve for as long as they serve as Executive Pastor, Teaching Pastor, and Church Administrator. The "appointed members" of the PLT will be subject to annual selection as provided in Article 6 Section 2 above.

Section 5. Chair of PLT. The COE shall select a chair from the current PLT members.

Section 6. Duties and Responsibilities of PLT.

The duties and responsibilities of the PLT include those identified in writing by the COE, designated in the Bylaws and as provided below:

- A. To initiate and lead Belmont's ministries and programs according to the vision established collaboratively with the COE.
- B. To prepare the annual budget of the church for submission to the EC and COE for approval. Following final approval of the annual budget, the PLT may not exceed expenditures of the annual budget by more than 5% unless the expenditure is reviewed by the EC and approved by the COE, and not incur any deficit larger than \$5,000 in any church ministry account, unless the deficit is reviewed by the EC and approved by the COE.
- C. To establish a staffing plan annually for submission to the EC for review and recommendation to COE for approval.
- D. To supervise and oversee the Staff, including annual reviews.
- E. To be responsible for maintaining mechanisms for proper legal, personnel, organizational, tax or fiscal compliance with all appropriate regulatory agencies, with established, internal Belmont Church policies and in a manner consistent with all other related and clearly delineated provisions existing in these Bylaws. Notwithstanding the foregoing, the PLT shall consult and seek the approval of the COE before entering any obligation or contract exceeding \$30,000.00, this shall include term contracts in which the cumulative amount paid over the term of the agreement exceeds \$30,000.00.
- F. To implement the approved annual staffing plan.

Section 7. Limitations. Individual PLT members shall not have any power or authority to: (A) act as an official representative of Belmont Church in matters relating to interfacing with other churches, ministries, groups, etc., unless officially designated by the PLT for such responsibility; and/or (B) bind Belmont Church by any contract, debt or encumbrance unless officially designated by the PLT for such.

Section 8. Removal of PLT. Any appointed PLT member may be removed from the PLT, with or without cause, for conduct contrary to the Word of God or the Bylaws and as permitted by and in accordance with the laws of the State of Tennessee. A vote for removal of a PLT member may occur at any duly called EC meeting by a two-thirds majority vote of all the active members of the EC, and, if applicable, the PLT member in question must exclude himself/herself from the vote.

Section 9. Resignation of PLT. Any appointed PLT member who wishes to resign will consult with the EC regarding the PLT member's resignation. After such consultation, the PLT

member may resign by giving written notice to the EC. The resignation is effective when the notice is given unless agreed to otherwise by the resigning PLT member and the EC.

ARTICLE 7: EXECUTIVE COUNCIL

Section 1. Membership and Definitions. The “Executive Council” (“EC”) members consist of the following “permanent members”: the Chairman of the Elders, the Chairman of the PLT and the Church Administrator, AND the following “appointed members” comprised of one additional Elder delegate, one additional Pastor or Director delegate and two lay Members of Belmont Church. The EC shall be co-chaired by the Chairman of the Elders and Chairman of the PLT.

Section 2. Selection and Qualifications of EC. The COE shall nominate and select the additional EC Elder delegate by a two-thirds majority vote of all active members of the COE. Belmont Church Pastors, Directors and Staff shall nominate the additional EC Pastor or Director delegate from Pastors and Directors and shall vet the nominees and select the EC Appointed Pastor or Director delegate by a two-thirds majority vote of all active members of the Pastors, Directors and Staff. The current members of the EC shall nominate the delegates for EC lay-Members from current Members of Belmont Church, which shall not include any Elder or spouse, any Pastor or spouse, any Director or spouse, any Staff or spouse, or any Administrative Advisory Committee (“AAC” as defined in Article 8) member or spouse. The lay-Member delegate shall be approved by a two-thirds majority vote of all active members of the COE. Any EC lay-Member must continue to meet the qualifications of an active Member in Belmont Church as provided in Article 3 during their term of service.

Section 3. Term of Office. The “permanent members” of the EC will serve for as long as they serve as Chairman of the Elders, Chairman of the PLT and Church Administrator. The “appointed members” of the EC shall serve 1 year terms but may be reappointed for up to 3 consecutive years by the process delineated in Article 7 Section 2 above.

Section 4. Duties and Responsibilities of EC.

The duties and responsibilities of the EC include those identified in writing by the COE, designated in the Bylaws and as provided below:

- A. To provide support and oversight to the PLT in all aspects of the vision and mission of Belmont Church.
- B. To review and vet the annual budget of Belmont Church as submitted by the PLT, and then submit recommendations to the COE for final approval.

- C. To annually approve “appointed members” of the PLT.
- D. To annually evaluate the functioning and performance of the PLT and AAC.
- E. To conduct periodic assessments of individual Elders, including making recommendations to the COE for discipline or removal.
- F. To approve revisions to the Belmont Church Employee Handbook.

Section 5. Limitations. Individual EC members shall not have any power or authority to: (A) act as an official representative of Belmont Church in matters relating to interfacing with other churches, ministries, groups, etc., unless officially designated by the EC for such responsibility; and/or (B) bind Belmont Church by any contract, debt or encumbrance.

Section 6. Removal of EC. Any appointed EC member may be removed from the EC, with or without cause, for conduct contrary to the Word of God or the Bylaws and as permitted by and in accordance with the laws of the State of Tennessee. A vote for removal of an EC member may occur at any duly called COE meeting by a two-thirds majority vote of all the active members of the COE, and, if applicable, the EC member in question must exclude himself from the vote.

Section 7. Resignation of EC. Any appointed EC member who wishes to resign will consult with the co-chairs of the EC regarding the EC member’s resignation. After such consultation, the EC member may resign by giving written notice to the co-chairs of the EC. The resignation is effective when the notice is given unless agreed to otherwise by the resigning EC member and the co-chairs of the EC.

Section 8. Vacancies of EC. The EC must fill a vacancy in any EC member because of death, resignation, removal, disqualification or otherwise.

Section 9. Compensation and Reimbursement. Belmont Church may not compensate any EC member for their service but may reimburse them for reasonable and necessary expenses related to their duties as an EC member.

Section 10. Meetings of the EC.

- A. Quorum. A quorum shall be a majority of the EC.
- B. Regular Meeting. The EC will hold regular meetings on a quarterly basis, unless otherwise agreed upon by the EC. The EC will establish the time of the regular meetings.

Notice of a regular meeting is not required. All actions and responses (consent, objection, abstain, etc.) must be documented in the minutes.

- C. **Remote Meeting.** The EC members may participate in a remote meeting using visual and/or audio meeting systems, such as telephone conferencing, internet based conferencing or similar communications options, provided that all EC members participating in the meeting can hear one another.
- D. **Special Meeting.** Either co-chair of the EC or any EC member may call a special EC meeting for any purpose. All actions and responses (consent, objection, abstain, etc.) must be documented in the minutes.
- E. **Notice of Special Meeting.** Notice of a special meeting shall include the place and time of the meeting and shall be delivered to each EC member by personal delivery, first class mail, telephone (including voicemail), electronic mail or other electronic means.
- F. **Action Without Meeting.** Any action that the EC is required or permitted to take may be taken without a meeting if the entire EC consent. An action by written consent has the same force and effect as any other validly approved EC action. All actions and responses (consent, objection, abstain, etc.) must be documented in the minutes of the next EC meeting.

ARTICLE 8: DEPARTMENTS AND GROUPS

Section 1. Departments. The PLT, in consultation with the COE, creates and terminates “Departments” of Belmont Church as necessary and advisable for the extension of the vision and work of Belmont Church. Departments may include, but are not limited to, youth, children, community life, worship, media, global missions and volunteers. All Departments function under the supervision of the PLT.

Section 2. Groups. The COE or PLT may create and terminate Groups within Belmont Church as may be necessary and advisable for the furtherance of the vision and work of Belmont Church and to provide guidance, counsel, and recommendations to the COE or PLT on specific matters (e.g., Administrative Advisory Committee; Pastoral Search Committee). All groups function under the general supervision of the COE or PLT.

- A. **Administrative Advisory Committee.** The “Administrative Advisory Committee” (“AAC”) is a group of three to five lay-Members of Belmont Church, who are selected annually to provide oversight, counsel and accountability to Belmont Church and the PLT in areas of finance, human resources and administration. Members of the AAC are selected by the Church Administrator in accordance with the qualifications, duties and responsibilities

provided by the COE, and are reviewed annually by the EC. The AAC shall be led by the Church Administrator.

- B. **Limitations.** All groups identified or created pursuant to Article 8 Section 2 (“Groups”) shall not have any power or authority to: (A) act as an official representative of Belmont Church or the related Group in matters relating to interface with other churches, ministries, groups, etc.; (B) authorize the expenditure of any funds on behalf of the Group or Belmont Church; and/or (C) bind the Group or Belmont Church by any contract or subject to any debt or encumbrance unless authorized by the COE in writing.
- C. **Compensation and Reimbursement.** Belmont Church may not compensate Group members for their service but may reimburse them for reasonable and necessary expenses related to their duties as Group members.

ARTICLE 9: EMPLOYMENT

Section 1. Employment. Each Pastor, Director, Staff and Church Administrator employed by Belmont Church must be persons who are committed to Belmont Church’s vision and purpose, have a personal born-again experience in Jesus Christ, evidence a consistent Christian life, personally subscribe to Belmont Church’s statement of Mission and Beliefs and agree to abide by the Bylaws and Employee Handbook. Each person Belmont Church employs or otherwise accepts for service is expected and required to conduct their personal lives in a way that complements and advances Belmont Church’s image and purpose. The religious beliefs and practices of every person who seeks employment with or is employed by Belmont Church shall be considered carefully when making and maintaining employment decisions.

Section 2. Definitions.

- A. A “Pastor” employee is an individual who has been approved by the COE, hired by Belmont Church and charged with responsibility over a designated group of people or a department within Belmont Church. A Pastor shall either be ordained by Belmont Church or, if previously ordained, accepted by the COE. Pastoral positions primarily work with the people side of leadership and development. The Executive Pastor and Teaching Pastor are each considered a “Pastor” employee.
- B. A “Director” employee is an individual who has been approved by the COE, hired by Belmont Church and charged with responsibility over an activity, department, or organization. A Director is not required to be ordained, either by qualification or by need

for the department within Belmont Church. Director positions primarily work within the organizational side of ministry application.

- C. A “Staff” employee is an individual who has been hired by Belmont Church who is not a Pastor or a Director.
- D. The “Church Administrator” employee is an individual who has been approved by the COE, hired by Belmont Church and charged with responsibility over the day to day operations of the Church including but not limited to all financial, business, and physical plant operations.

Section 3. Oversight, Discipline, Hiring and Firing of Pastors, Directors and the Church Administrator.

- A. Pastor, Director and Church Administrator hires are vetted and recommended by the PLT, unless otherwise directed by the COE. The COE has final approval in matters relating to the hiring and firing of Pastors, Directors and the Church Administrator.
- B. Any Pastor, Director and/or the Church Administrator may be removed from employment at Belmont Church, with or without cause, for conduct contrary to the Word of God or the Bylaws and as permitted by and in accordance with the laws of the State of Tennessee. A vote for removal of a Pastor, Director and/or the Church Administrator may occur at any duly called COE meeting by a two-thirds majority vote of all the active members of the COE.
- C. Any Pastor, Director and/or the Church Administrator who wishes to resign will consult with the COE regarding their resignation. After such consultation, the Pastor, Director and/or the Church Administrator may resign by giving written notice to the COE. The resignation is effective when the notice is given unless agreed to otherwise by the resigning employee and the COE.

Section 4. Oversight, Discipline, Hiring and Firing of Staff.

- A. The PLT has responsibility in matters relating to the hiring, oversight, discipline and firing of Staff employees. New Staff hires are made by the PLT in accordance with the annual staffing plan, as approved by the COE, and any recommended hires outside the annual staffing plan must be preapproved by the COE. All major discipline and/or firing of Staff are made in consultation with the EC.
- B. Any Staff may be removed from employment at Belmont Church, with or without cause, for conduct contrary to the Word of God or the Bylaws and as permitted by and in

accordance with the laws of the State of Tennessee. A vote for removal of a Staff may occur at any duly called PLT meeting by a two-thirds majority vote of all the active members of the PLT, and, if applicable, the Staff member in question must exclude himself/herself from the vote.

- C. Any Staff who wishes to resign will consult with the PLT regarding their resignation. After such consultation, the Staff employee may resign by giving written notice to the PLT. The resignation is effective when the notice is given unless agreed to otherwise by the resigning Staff employee and the PLT.

Section 5. Employee Handbook. The Church Administrator shall create and revise an “Employee Handbook,” with the assistance of the AAC or other duly authorized Group as organized under Article 8 that shall contain policies that are consistent with Belmont Church’s vision, mission and these Bylaws and comply with state and federal law. The Employee Handbook shall be reviewed by the PLT and approved by the Executive Council.

Section 6. Limitations. Pastor, Director, Staff and Church Administrator employees shall not have any power or authority to: (A) act as an official representative of Belmont Church in matters relating to interfacing with other churches, ministries, groups, etc., unless officially designated in writing by their overseeing authority (e.g. COE or PLT) for such responsibility; and/or (B) bind Belmont Church by any contract, debt or encumbrance unless officially designated in writing by their overseeing authority (e.g. COE or PLT) for such.

ARTICLE 10: MISSIONARIES

It is expected that full or partial support of missionaries will be undertaken in an expanding fashion as Belmont Church grows and as the Lords leads. The addition or removal of missionaries for support will be based on the recommendation of the global missions pastor, in collaboration with the PLT, and approved by the COE.

ARTICLE 11: PROPERTY OWNERSHIP

Section 1. Title to Property. The COE shall hold title to all of Belmont Church’s property “in trust” for the benefit of Belmont Church and carry out specific duties with regard to the property.

Section 2. Restrictions. None of Belmont Church’s real property may be bought, taken, or otherwise acquired, sold, transferred, mortgaged, leased, assigned, conveyed, or otherwise

alienated, without the same having been authorized by a three-fourths majority vote of all the active members of the COE.

Section 3. Certification on Real Property Conveyance. The Chairman of the Elders and the Secretary of the Elders will certify in any conveyance, lease or mortgage that same has been authorized by a three-fourths majority vote of all the active members of the COE. Such certificates will be held to be conclusive evidence thereof.

Section 4. Exemption from Restrictions. The COE is empowered to receive and hold as custodians any gifts from Members or third parties, on any conditions and restrictions the COE, in its sole discretion, deems reasonable, and to dispose of same pursuant to those conditions exempted from and free of any restrictions that might otherwise appear in any provision of the Bylaws. This provision applies both to gifts of personal and real property. If the gift is subject to any financial encumbrance, the COE must approve the acceptance of gift.

ARTICLE 12: FINANCE

Section 1. General Oversight and Compensation. The PLT prepares and proposes the annual budget, including compensation levels for Pastors, Directors, and Staff which is reviewed by the EC and submitted to the COE for final review and approval. The PLT shall not approve compensation levels for PLT Members, including the permanent or appointed members of the PLT or the Church Administrator. The COE shall approve the compensation of PLT members and the Church Administrator.

Section 2. Periodic Financial Review. The COE will obtain a periodic financial review performed by a qualified independent certified public accountant. The periodic financial statements must be prepared in accordance with generally accepted accounting principles (GAAP).

Section 3. Quarterly Reports. The Church Administrator will submit a detailed quarterly financial report to the EC within 30 days after the end of each calendar quarter for Belmont Church.

ARTICLE 13: DISSOLUTION

In the event of the dissolution of Belmont Church, the residual assets shall be disbursed to one or more organizations which themselves are exempt as organizations described in Section 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1954 as amended, or corresponding sections of any future law, or to the federal, state or local government for exclusive public purposes. Any and all such organizations shall be determined at duly called and held COE meetings. Dissolution shall occur upon the recommendation of a three-fourths majority vote of all the active members of the COE and ratified by a majority of the Members in attendance at a congregational meeting called for that purpose.

ARTICLE 14: AMENDMENTS

The Charter and Bylaws may be changed or amended by a three-fourths majority vote of all the active members of the COE at a duly called meeting of the COE. The effective date of any amendments shall be the date of the approving COE vote, unless otherwise designated by the COE.

ARTICLE 15: INDEMNIFICATION

Section 1. Conduct. An Elder, Officer, Pastor, Director, Staff, non-Staff members of the EC, and non-Staff members of a Group (each a “Belmont Party”), owes Belmont Church a duty of loyalty and a duty of care. The duty of loyalty is limited to: 1) accounting to Belmont Church and holding as trustee for it, any property, profit, or benefit derived by the Belmont Party in the conduct of Belmont Church’s activities, as specified by the role of such Belmont Party, 2) refraining from dealing with Belmont Church as or on behalf of a party having an interest adverse to Belmont Church, 3) refraining from a violation of any law that would cause Belmont Church to be a party, a material breach of an employment agreement or a material violation of these Bylaws, and 4) refraining from activity that would bring reproach or disparagement to Belmont Church. The duty of care is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. A Belmont Party will discharge his or her duties consistently with the obligation of good faith and fair dealing.

Section 2. Scope of Indemnification. Except for a violation of conduct provided in Article 15 Section 1, and as otherwise provided in the Bylaws, Belmont Church will indemnify a Belmont Party, including persons formerly occupying any such positions within the past 3 years, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any actual or threatened action, suit, or proceeding related to their service, position or affiliation with Belmont Church (an “Action”), against expenses, including reasonable attorney’s fees, judgments, penalties, fines, and amounts paid in a settlement actually and reasonably incurred by such Belmont Party in connection with the Action.

Section 3. Indemnification Request. A Belmont Party must provide the COE with written notice of any Action, promptly after the Belmont Party becomes aware of such. On written request to the COE by any Belmont Party seeking indemnification under this Article 15, the COE must promptly decide whether the applicable standard of conduct set forth in Article 15 Section 1 and Section 2 has been met and if the Action requires indemnification, following the COE's confirmation of such details the COE shall authorize indemnification. No indemnification will be provided to any Belmont Party for or in connection with the receipt of a financial benefit to which such Belmont Party is not entitled, taking an action in violation of these Bylaws or a knowing violation of the law.

ARTICLE 16: MISCELLANEOUS

Section 1. Interested Party Transaction. Any Elder or Officer is not permitted to maintain a direct or indirect interest in any contract, transaction or in any other action relating to or incidental to Belmont Church's operations without first disclosing such interest to COE and the COE approving such at any duly called COE meeting by a two-thirds majority vote of all the active members of the COE, and, if applicable, the Elder and/or Officer in question must exclude himself from the vote.

Section 2. Review and Approval of Interested Party Transactions. The COE must in good faith decide after reasonable investigation that Belmont Church cannot obtain a more advantageous arrangement with reasonable effort under the circumstances. The transaction must be fair and reasonable to Belmont Church at the time the transaction is entered. Entering into the contract or transaction must be for Belmont Church's own benefit and must not violate any part of the Articles of Incorporation or these Bylaws or otherwise prohibit Belmont Church's use or application of its funds for its own benefit. No contract, transaction, or act may be taken on behalf of Belmont Church if the contract, transaction, or act would result in denial of Belmont Church's exemption from federal income tax under the tax code and related regulations, as they now exist or as they may hereafter be amended.

Section 3. Private Inurement. No Elder, Officer, Pastor, Director or Staff, or member of a committee of or person connected with Belmont Church, or any other private individual, receive at any time any of the net earnings or pecuniary profit from Belmont Church's operations. This provision will not prevent the payment of reasonable compensation for services rendered to or for Belmont Church in effecting any of its purposes. And none of the persons noted above are entitled to share in the distribution of any of Belmont Church's assets upon the dissolution of Belmont Church.

Section 4. Insurance. Belmont Church has the right, and must use its best efforts, to purchase and maintain insurance to the full extent permitted by law on behalf of its Elders, Officers, Pastors, Directors, Staff, non-Staff members of the EC, and non-Staff members of a Group, and other agents, (each a “Belmont Party”) to cover any liability asserted against or incurred by any Belmont Party in such capacity or arising from the Belmont Party’s status as such.

Section 5. Corporate Records. Belmont Church must keep adequate and correct books and records of account and written minutes of the proceedings of the COE and its advisory committees and Groups. Belmont Church must also keep at its principal office in the State of Tennessee.

Section 6. Inspection By Elders. Every Elder on the COE has the absolute right to inspect all books, records, and documents of every kind and the physical properties of Belmont Church and each of its subsidiary companies. The Elder should make a written request of such a desire to the Secretary of the Elders specifying what books, records or documents they require and the reason for the inspection.

Section 7. Church Facilities for Weddings. In accord with God’s ordained purpose for marriage and good stewardship of His resources, the facilities and property of Belmont shall only host weddings between one biological man and one biological woman.