

**CEDAR RIDGE COMMUNITY CHURCH, INC.
BY-LAWS**

ARTICLE I

Principal Name

SECTION 1. *Principal Name.* The principal name of the Religious Corporation shall be Cedar Ridge Community Church (“Cedar Ridge” or “CRCC”).

ARTICLE II

Principal Office

SECTION 1. *Principal Office.* The principal office of Cedar Ridge shall be 2410 Spencerville Road, Spencerville MD 20868.

SECTION 2. *Places of Worship.* Cedar Ridge may also have a place or places of worship as the purposes of Cedar Ridge may require, and the Trustees may from time to time appoint.

ARTICLE III

Meetings

SECTION 1. *Notice of Meetings.* A duly called meeting of Cedar Ridge requires that an announcement of the time, place, and purpose(s) of the meeting be made at the regular Sunday worship service for at least two consecutive Sundays preceding the meeting. At least two weeks before the scheduled meeting, the date, time, place, and purpose of the meeting will be posted electronically on the Cedar Ridge website and distributed through any regularly utilized communication channels.

SECTION 2. *Quorum.* The members, as currently defined by CRCC, present at a duly called meeting constitute a quorum. This shall constitute a quorum for all business, and a simple majority of votes shall be required to pass motions, except as specified in Article VIII, Section 1.

SECTION 3. *Annual Meeting.* The Annual Business Meeting of Cedar Ridge shall be held no later than six months after the end of the fiscal year. Notice of the meetings shall be as prescribed in Article III Section 1.

SECTION 4. *Special Meetings.* Special meetings may be called by the Trustees as prescribed in Article III Section 1.

SECTION 5. *Indebtedness.* Any single act of incurring indebtedness which would exceed one third of the general fund income from the previous year must be approved by a majority vote of the members of Cedar Ridge at a duly called and constituted meeting of CRCC.

SECTION 6. *Voting.* The Trustees may, at their discretion, allow for absentee voting, providing that clear written instructions are given in advance.

ARTICLE IV

Trustees

SECTION 1. *General Powers.* The Board of Trustees (“Board or “Trustees”) shall act as the governing body of Cedar Ridge for all matters regarding the spiritual well-being of the congregation, the implementation of the general purpose of Cedar Ridge, and for all matters regarding the legal and business concerns of Cedar Ridge. As such, the duties of the Trustees shall include, but are not limited to:

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- a. The approval of spiritual and ministry plans, policies and programs which advance the general purpose of Cedar Ridge;
- b. The oversight of the legal and business concerns of Cedar Ridge;
- c. The selection, support, supervision and, when necessary, dismissal of the Senior Pastor; subject to Article IV, Section 4 below;
- d. The oversight of written policies regarding qualifications for membership in Cedar Ridge as specified in Amended Articles of Incorporation.
- e. The Trustees shall delegate day-to-day management of Cedar Ridge to the Senior Pastor and staff.

SECTION 2. *Number of Trustees and Term of Office.* The Board shall consist of the Senior Pastor, or the Senior Pastor's staff designee, plus no fewer than four and no more than nine additional Trustees. Trustees shall serve for terms of three years. If necessary for the support and stability of the Board, a Trustee can be nominated for an additional term. A Trustee may be dismissed by a simple majority of the full Trustees and may resign at any time.

SECTION 3. *Nomination and Election of Trustees.* The membership of the Board shall change by a minimum of one person every two years. The Trustees shall solicit recommendations for available positions on the Board of Trustees 60 days prior to any election. Any member of Cedar Ridge may recommend a potential candidate for the Trustees. The recommendation must be made in writing, at least 30 days prior to an election, and must include three signatures: the member being recommended, the member making the recommendation, and a second, who is also a member. The Trustees will evaluate potential candidates and at least fourteen days before the election, the Trustees will present nominees who are in the opinion of the Trustees the best candidates for the available position(s). The Trustees may present an incumbent or another candidate as the sole nominee.

No more than three non-current positions shall be open for election in any one year unless, through death, resignation or removal, the number of elected Trustees would total fewer than five.

Candidates for the Trustees, including incumbents, shall satisfy Biblical principles of eldership, shall demonstrate a consistent commitment to this church and its mission, and shall be recommended by the Trustees. They shall be at least twenty-one years of age, residents of the Washington-Baltimore Metropolitan Area, and members of Cedar Ridge Community Church.

No staff members other than the Senior Pastor or his/her designee may serve on the Board. If the Senior Pastor's designee is to serve as a member of the Trustees, he/she shall be approved as a member of the Trustees by a majority of the membership at a duly called and constituted meeting of the Cedar Ridge.

Newly elected and re-elected Trustees shall be publicly recognized for and commended to the work at a Cedar Ridge worship service.

SECTION 4. *Senior Pastor.* The Senior Pastor shall provide the day-to-day and public leadership of Cedar Ridge as it implements its general purpose.

- a. *Selection of the Senior Pastor.* The Trustees shall select, according to the following procedure, a Senior Pastor.
 - i. It shall be the responsibility of the Trustees to choose a Biblically-qualified candidate to recommend to the members of Cedar Ridge for approval. The candidate shall fulfill the qualifications of eldership, possess high moral reputation and satisfactory Biblical knowledge, demonstrate spiritual discernment and leadership gifts, demonstrate abilities consistent with section 4.b. below, be or be willing to become independent of any denomination, and subscribe without mental reservation to Cedar Ridge Community Church's written Membership Guidelines and the general purpose of Cedar Ridge.

- ii. After being interviewed by the Trustees and recommended to Cedar Ridge members, a candidate for Senior Pastor shall be installed if the candidate receives a majority of votes cast by secret ballot at a meeting of Cedar Ridge duly called and constituted. Only one candidate shall be considered at any one

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meeting.

- iii. A Senior Pastor may be dismissed by simple majority vote of the full Board of Trustees, and may resign at any time.

b. *Duties of the Senior Pastor.* The Senior Pastor shall provide day-to-day executive leadership for all matters regarding the well-being of the congregation and the implementation of the general purpose of Cedar Ridge. As such, the duties of the Senior Pastor shall include, but are not limited to:

- i. Participation as a full and permanent member of the Board of Trustees for the development of vision, plans, policies and programs;
- ii. Communication of the vision and values of the church through preaching, teaching, writing, and creative programming. In particular, this includes sermon preparation and delivery and the general oversight of all church functions;
- iii. Leadership and supervision of all additional staff of CRCC;
- iv. Fulfillment (directly or indirectly through the staff team) of all other pastoral duties normal to the full functioning of a church;
- v. Involvement with other organizations and endeavors consistent with the general purpose of Cedar Ridge.

SECTION 5. *Place of Meetings.* The Trustees may hold their meetings and have one or more offices, and keep the books of CRCC, either within or outside the State of Maryland, at such place or places as they may from time to time determine by resolution or by written consent of all the Trustees. The Trustees may hold their meetings by conference telephone or other similar electronic communications equipment in accordance with the provisions of the Maryland Corporation law.

SECTION 6. *Regular Meetings.* A regular annual meeting of the Board shall be held each year during the month following the election of new Trustees, on a day, and at a time and place to be determined by the Chair of the Board. The Board shall meet no fewer than four times in any fiscal year. Said meeting shall be held pursuant to proper notice given, at a time and location specified in that notice. Other regular meetings may be held on such dates and at such times as may be designated from time to time by the Chair or Trustees. Any business may be transacted at any regular meeting of the Board.

SECTION 7. *Special Meetings.* Special meetings of the Board shall be held whenever called by a majority of the Trustees. The Chair of the Trustees shall give proper notice of each special meeting of the Board to each Trustee at least two days before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meetings. Any Trustee may, in writing, waive notice of the time, place and objectives of any special meeting.

SECTION 8. *Quorum.* A majority of the whole number of Trustees shall constitute a quorum for the transaction of business at all meetings of the Trustees, but, if at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time, and the act of a majority of the Trustees present at any meeting at which there is a quorum shall be the act of the Trustees except as may be otherwise specifically provided by law or by the Articles of Incorporation or by these By-Laws.

SECTION 9. *Required Vote.* An affirmative vote of a majority of those present at all meetings of the Trustees shall be necessary for the passage of any resolution.

SECTION 10. *Compensation of Trustees.* Trustees shall receive no compensation for their services as such but may, by resolution of the Board be allowed reimbursement for their expenses actually and reasonably incurred on behalf of Cedar Ridge. Nothing contained in this section shall be construed to preclude any Trustee from serving Cedar Ridge in any other

capacity and receiving compensation therefore except as indicated in Article IV Section 3.

SECTION 11. *Committees.* The Trustees may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the Trustees of Cedar Ridge, which, to the extent provided in the resolution, shall have and may exercise the powers of the Trustees. Such committee or committees shall have such

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duties as may be determined from time to time by resolution adopted by the Trustees.

ARTICLE V

Officers of the Trustees

SECTION 1. *Election.* The Trustees shall elect from among their own membership officers of the Board at the regularly held annual meeting.

The Senior Pastor, as Chief Executive Officer of Cedar Ridge shall not serve as Chair, Secretary, or Treasurer of the Board. The Senior Pastor's designee on the Board shall not service as Chair, Secretary, or Treasurer of the Board.

SECTION 2. *Powers and Duties.* The Trustees shall elect from among their own membership, a Chair, Secretary, and Treasurer by a majority vote of the Trustees.

- a. The Chair of the Board of Trustees shall preside at all Trustees meetings, or shall designate a member of the Trustees to preside in his/her place. He or she shall perform all duties incident to this office and others as directed by the Trustees. The Chair, plus either the Secretary or Treasurer, must sign all legal documents incurring major indebtedness (as defined in Article III, Section 5 above) of Cedar Ridge.
- b. The Secretary shall be responsible for the records of Cedar Ridge, keep accurate minutes of all meetings of the Board, perform all of the duties commonly incident to this office, and shall perform such other duties and have such other powers as the Trustees might designate.
- c. The Treasurer shall have the responsibility to oversee the financial matters of Cedar Ridge and require regular audits to be conducted. The Treasurer shall perform all of the duties commonly incident to this office, and shall perform such other duties as from time to time may be assigned by the Trustees.

ARTICLE VI

Bank Accounts and Loans

SECTION 1. *Bank Accounts.* Such agents of Cedar Ridge as from time to time shall be designated by the Trustees shall have authority to deposit any funds of Cedar Ridge in such banks or trust companies as shall from time to time be designated by the Trustees and such agents as from time to time shall be authorized by the Trustees may withdraw any or all of the funds of Cedar Ridge so deposited in any such bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of Cedar Ridge, and made or signed by such agents; and each bank or trust company with which funds of Cedar Ridge are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by such agents; and each bank or trust company with which funds of Cedar Ridge are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by agents so designated by the Trustees until written notice of the revocation of the authority of such officers or agents by the Trustees shall have been received by such bank or trust company. There shall from time to time be certified to the banks or trust companies in which funds of Cedar Ridge are deposited, the signatures of the agents of Cedar Ridge so authorized to draw against the same. In the event that the Trustees shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this Section, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the Chair of the Trustees and countersigned by the Senior Pastor and one other Trustee.

SECTION 2. *Loans.* Such agents of Cedar Ridge as from time to time shall be designated by the Trustees shall have the authority to effect loans, advances or other forms of credit at any time or times for Cedar Ridge from such banks, trust companies, institutions, corporations, firms or persons as the Trustees shall from time to time designate, and as security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights and interests of any kind in or to stocks or bonds,

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certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial paper and evidences of debt at any time held by Cedar Ridge; and for such loans, advances or other forms of credit to make, execute and deliver one or more notes, acceptances or written obligations of Cedar Ridge on such terms, and with such provisions as to the security or sale or disposition thereof as such agents shall deem proper; and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms or persons any and all commercial paper, bills receivable, acceptances and other instruments and evidences of debt at any time held by Cedar Ridge, and to that end to endorse, transfer and deliver the same. There shall from time to time be certified to each bank, trust company, institution, corporation, firm or person so designated the signatures of the agents so authorized; and each such bank or trust company, institution, corporation, firm or person is authorized to rely upon such certification until written notice of the revocation by the Trustees of the authority of such agents shall be delivered to such bank, trust company, institution, corporation, firm or person. Any real property owned by Cedar Ridge may be used as collateral for any loans.

Any single act of incurring indebtedness which would exceed one third of the general fund income from the previous year must be approved by a majority vote of the members of Cedar Ridge at a duly called and constituted meeting of CRCC.

ARTICLE VII

Miscellaneous Provisions

SECTION 1. *Fiscal Year.* The fiscal year of Cedar Ridge shall end on the last day of August.

SECTION 2. *Notices.* Whenever, under the provisions of these By-Laws, notice is required to be given to any Trustee or Member, it shall not be construed to mean personal notice, but unless otherwise specified in the Amended Articles of Incorporation or these By-Laws, such notice shall be given in writing, by United States first class mail, by depositing the same in a post office or letter box, postage prepaid, addressed to each Member or Trustee at such address as appears in the records of CRCC, or in default of any other address, to such Trustee or Member at the general post office in the City of Lanham, Maryland, and such notice shall be deemed to be given at the time the same shall be thus mailed. Any Member or Trustee may waive any notice required to be given under these By-Laws.

SECTION 3. *Conflict of Interest.* Each Trustee shall sign a Conflict of Interest disclosure form as adopted by the Board at regularly scheduled annual meetings.

ARTICLE VIII

Amendments

SECTION 1. *Amendment of By-Laws.* These By-Laws may be amended by a two-thirds majority vote of the members attending a duly called and constituted meeting of Cedar Ridge.

ARTICLE IX

Indemnification

SECTION 1. *Definitions.* As used in this Article IX, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (the "Indemnification Section") shall have the same meaning as provided in the Indemnification Section.

SECTION 2. *Indemnification of Trustees and Officers.* Cedar Ridge shall indemnify and advance expenses to a Trustee or officer of Cedar Ridge in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

SECTION 3. *Indemnification of Employees and Agents.* With respect to an employee or agent, other than a director or officer, Cedar Ridge may, as determined by the Board, indemnify and advance expenses to such employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.