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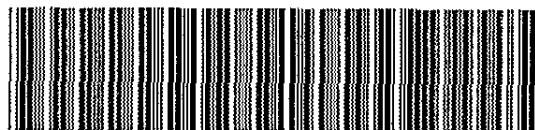
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02 DEC -5 AM 10:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12/19/02

TRANSMITTAL LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Morning Star Baptist Church
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the articles of incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Rev. Paul A. Mott
Name (Printed or typed)

3005 Oak Hill St
Address

Lake City, Fla 32025
City, State & Zip

(386) 755-1781
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

**CONSTITUTION
OF THE
MORNING STAR BAPTIST CHURCH
LAKE CITY, FLORIDA, Inc.**

FILED
02 DEC -5 AM 10
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLE I – INCORPORATION

This body is hereby established and incorporated as Morning Star Baptist Church, Lake City, Florida.

ARTICLE II – PRINCIPLE PLACE OF BUSINESS/MAILING ADDRESS

The principle place of business is Lot 3, Block 1, Andrews Park, a subdivision according to the plat thereof recorded in Plat Book 3, Page 36 of the public records of Columbia County, Florida.

The Mailing address is PO Box 2091 Lake City, Florida, 32056.

ARTICLE III – CHURCH MEETINGS

SECTION 1. WORSHIP SERVICES

Meetings for worship will be held on Sunday morning, Sunday evening, and Wednesday evening of each week. Special meetings or variations of the regular schedule, including revivals, may be held at the pleasure of the pastor.

SECTION 2: BUSINESS MEETINGS

The Pastor will serve as moderator of all business meetings and must be notified of all meetings. The Business meetings will be handled in a relaxed atmosphere. The Pastor will have full authority to remove anyone who is disruptive. The meetings will be held as needed and as called by the Pastor.

SECTION 3: PLACE OF MEETINGS

Business meetings will be held at the Church or specified place as called by the Pastor.

SECTION 4: QUORUM OF MEMBERS

Those in attendance, regardless of number present, will constitute a quorum.

SECTION 5: RECORDS

All records composed of by any official of this body will remain the property of Morning Star Baptist Church. All records will be kept on the premises in the church office except for the purposes of regular clerk duties permitted away from the church only for the time necessary to complete those duties or as permitted by the Pastor.

ARTICLE IV – CHURCH OFFICERS

SECTION 1: OFFICERS OF THE CHURCH:

A. Clergy- Ephesians 4:11-13; “¹¹And He gave some *as* apostles, and some *as* prophets, and some *as* evangelists, and some *as* pastors and teachers, ¹²for the equipping of the saints for the work of service, to the building up of the body of Christ”

1. Pastor
2. All other church ministers called Associate Pastors

B. Laity- Deacons, Treasurer, Secretary/Clerk, Trustees, Sunday School Director, Discipleship Training Director, WOM Director, Brotherhood Director, and other directors as may be elected by the Church

The duties and responsibilities of these officers and all committees will be defined in the By-laws.

SECTION 2: REQUIREMENTS FOR HOLDING POSITION IN THE CHURCH

Only church members are eligible for election or appointment to any church office or position, and must have six months of continuous membership to qualify – except for Pastoral positions.

Persons who hold positions in the church are to be held to the highest standards. They must maintain the requirements for voting members and maintain confidentiality of personal matters and immediately bring to the attention of the pastor and the appropriate staff member violations of these bylaws and any serious violation which would bring church discipline as stated in Article V, section 3. The person holding office will complete the duties assigned in a competent and timely manner.

If a person holding a position fails to maintain the above requirements for holding position in the church, the person will be removed from their positions and will not be eligible for a position until the following church year. Termination of a member's position will also occur if a minister, staff member, committee member, or any other member holding a position in the church stops attending this church or verbally announces intent to leave this fellowship to the Pastor.

No member may lose their position based on illness, work needs, or other similar conditions that providentially hinder compliance of the member. Members holding positions who will be providentially hindered from completing their duties for an extended period of time will agree to resign so that the work of the Church will not be delayed.

ARTICLE V – MEMBERSHIP

SECTION 1: CANDIDACY

Any person may become a candidate for membership in the Church. All such candidates will be presented to the Church at any regular Church service for members in any of the following ways:

1. By professions of faith in the Lord Jesus Christ and baptism.
2. By promise of a letter of recommendation from another Baptist Church of like faith (Southern Baptist) and confirmation of faith by Pastor.
3. By statement of faith from an individual who has previously made a public profession of faith and submits to believers' baptism and confirmation of faith by Pastor.

SECTION 2: VOTING RIGHTS OF MEMBERS

Every member of the Church, 16 years of age, in good standing, and present at the business meeting will have one vote per item.

Good standing means faithful in attendance and financial support through tithe. Supportive of all Church functions and activities such as Sunday School, worship and prayer services unless providentially hindered.

When a member violates his/her faithfulness in attendance or financial support through tithe, the member's rights to vote are forfeit. The member may have the right to vote returned by compliance with the good standing requirements.

No member may lose their right to vote based on illness, work needs, or other similar conditions that providentially hinder compliance of the member.

The Pastor has the final word whether a member has or does not have the right to vote.

SECTION 3: DISCIPLINE

Should some serious condition exist which would cause a member to become a liability to the general welfare of the Church, the members will make every reasonable measure to resolve the problem in accordance with Matthew 18:15 – 20. Upon presentation to the Church by the required witnesses, if the accused refuses to repent, the accused will be dismissed from the membership and banned from the church facilities. There will be no vote by the membership as to whether a person will be retained as a member as the Scriptures dictate the action taken. Pastor confirmation will be required for dismissed members to rejoin the membership.

SECTION 4: TERMINATION OF MEMBERSHIP

Membership may be terminated only in the following manner:

1. Upon formal request for issuance of a church letter to another Baptist church; or
2. Upon notification that a member holds voting rights in another Church; or
3. Upon request of a member that his or her membership be terminated; or
4. Death of the member; or
5. Upon a member's attending a church of another faith (not denomination); or
6. Upon withdrawal of fellowship by discipline of a member as defined by Article V, Section 3.
7. Failure to attend services for any three-month period without cause (not to include: work, illness, leave of absence, dual residency, etc.) AND refusal to give an account to the pastor or his designee will constitute a member's request for his/her membership to be terminated. **Members who violate this section will not be kept on the Church role under any circumstances.** Should this occur, notice will be given to the membership and recorded at the next business meeting from the Pastor or designee as to the details of these events and dates of occurrence.
8. Letters from this Church constitute a recommendation for one of our members to be joined with another Church. Therefore, letters of recommendation will not be given in the case where a member leaves due to or to avoid disciplinary measures by the Pastor or the Church. The Pastor must sign all letters for approval.

ARTICLE VI – REGISTERED AGENT

The registered agent will be:

William M. Burroughs Jr.
RR 23 Box 2118
Lake City, Florida 32025
(386) 754-0888

William M. Burroughs, Jr.

ARTICLE VII – INCORPORATOR

The Incorporator is:

Rev. Paul A. Mott
3005 Oak Hill St.
Lake City, Florida 32025
(386) 755-0188

Rev. Paul A. Mott

ARTICLE VIII - INDEMNIFICATION

SECTION 1 - ACTIONS SUBJECT TO INDEMNIFICATION

The Church may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action by or in the right of the Church) by reason of the fact that the person is or was a pastor, deacon, officer, employee, or agent of the Church, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonable incurred by him in connection with the action, suit, or proceeding; and if that person acted in good faith and in a manner he reasonable believed to be in or not opposed to the best interests of the Church and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nab contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of the Church and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2 - EXPENSES SUBJECT TO INDEMNIFICATION

To the extent that a pastor, deacon, officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Article, or in defense of any claim, issue, or matter in that action, suit, or proceeding, he or she may be indemnified against expenses, including attorneys' fees, actually and reasonable incurred by him or her in connection with the action, suit, or proceeding.

SECTION 3 - LIMITATIONS OF INDEMNIFICATION

Any indemnification made under this Article, may be made by the Church only as authorized in the specific case on a determination that indemnification of the pastor, deacon, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 of this Article. The determination shall be recommended by the Church Council and approved by a majority vote of the members of the church.

SECTION 4 - TIMING OF INDEMNIFICATION

Expenses of each person seeking indemnification under this Article, may be paid by the Church as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the members mentioned in Section 3, in the specific case, on receipt of an undertaking by or on behalf of the pastor, deacon, officer, employee, or agent to repay the amount if it is ultimately determined that he or she is not qualified to be indemnified by the Church.

SECTION 5 - EXTENT OF INDEMNIFICATION

The indemnification provided by this Article shall be deemed to be discretionary unless otherwise required as a matter of law or under any agreement or provided by insurance purchased by the Church, both as to action of each person seeking indemnification under this Article in his official capacity and as to action in another capacity while holding that office, and may continue as to a person who has ceased to be a pastor, deacon, officer, employee, or agent and may inure to the benefits of the heirs, executors, and administrators of that person.

SECTION 6 – INSURANCE

The Church may purchase and maintain insurance on behalf of any person who is or was a pastor, deacon, officer, employee, or agent of the Church against any liability asserted against him and incurred by him in that capacity, or arising out of his status in that capacity, whether or not the Church would have the power to indemnify him against liability under the provisions of this Article.

ARTICLE IX - TAX-EXEMPT PROVISIONS

SECTION 1 - PRIVATE INUREMENT

No part of the net earnings of the church shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the church shall be authorized and empowered to pay reasonable compensation for the services rendered and to make payments and distributions in furtherance of the purposes set forth in Article I, Section 2 hereof.

SECTION 2 - POLITICAL INVOLVEMENT

No substantial part of the activities of the church shall be the carrying on of propaganda or otherwise attempting to influence legislation. The church shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE X – AMENDMENTS/RULES/DISSOLUTION

SECTION 1: AMENDMENTS

This Constitution may be amended by a two-thirds vote of the members present and voting at any business meeting after notice of such proposed amendments if a Biblical precedence can be made for such change.

Proposed amendments will be provided to the membership in writing at two Sunday morning services.

SECTION 2: RULES OF GOVERNANCE

The Eastside Baptist Church of Lake City, Florida will be governed and maintained by:

- A. The Word of God
- B. This Constitution;
- C. The By-Laws, which will further define the roles and relationships of Officers, Committees, etc.;
- D. Policy Manuals, which will include, but not be limited to the following:
 - 1. Employment Agreements (which supersede all but the Word of God)
 - 2. Job Descriptions
 - 3. Financial Policy (ies)
 - 4. Wedding Policy (ies)
 - 5. Facilities and Equipment Policy (ies)
- E. Arbitration

Arbitration is expressly for very serious matters in which a party might legally sue another for damages. Believing that lawsuits between believers are prohibited by Scripture, all members of this Church agree to submit to binding

arbitration any matters which cannot be otherwise resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award by the arbitrator may be entered in any court having jurisdiction thereof.

In the event of any dispute, claim, question, or disagreement arising out of this Constitution and the Bylaws or any other Church matter, the parties will use their best efforts to settle such disputes, claim, or disagreement as befits Christians. If after 30 days there remains no solution arbitration may be called at the request of either party.

A legal arbitrator will be called at the expense of the Church and will be limited to determining judgment based on the Constitution and Bylaws in effect at the time of the arbitration.

SECTION 3: DISSOLUTION OF INCORPORATION

The assets of this corporation belong to God and are entrusted to the membership of the body. This body's members are in a continual state of change and therefore only the existing members in good standing at the time of dissolution may vote to dissolve the corporation. Upon dissolution of the Church, the Trustees will, after paying or making provision for payment of all the liabilities of the Church, dispose of all the assets of the Church to such organization or organizations formed and operated exclusively for religious purposes as shall at the time qualify as an exempt organization under Section 501(C)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Trustees will determine. Assets may only be distributed to organizations, which agree with the Church's Bible-based faith discovered through a Historical-Grammatical interpretation of the Bible.

EFFECTIVE DATE

This Constitution will become effective upon the effective vote as of the first day of the calendar month immediately following its adoption by the Church and will supersede the Constitution in effect prior to this date.

Presented to the Church for its consideration and adopted on Dec. 1, 2002.

Rev. Paul A. Nott
PASTOR

Vada Burroughs
CHURCH CLERK