

**BYLAWS
OF
ST. JOHN'S CHURCH IN THE WILDERNESS**

September 2016

ARTICLE I

DEFINITIONS

- 1.1. The "Articles of Incorporation" shall mean the articles of incorporation of the Corporation filed with the Colorado Secretary of State on March 10, 1981, as they may be amended or restated from time to time.
- 1.2. "Bishop" shall mean that person serving as Bishop of the Diocese of Colorado of The Episcopal Church in the United States of America.
- 1.3. "Bylaws" shall mean these bylaws of the Corporation as they may be amended from time to time.
- 1.4. The "Corporation" shall mean Saint John's Church in the Wilderness, a Colorado nonprofit corporation.
- 1.5. "Member" shall mean a Member of the Corporation, as determined by the Articles of Incorporation and Section 3.1 of these Bylaws.
- 1.6. "Saint John's Parish" shall mean the Episcopal Parish of Saint John's Church in the Wilderness.
- 1.7. "Vestry" shall mean the body elected in accordance with Article IV hereof, which shall act as the board of directors of the Corporation.

ARTICLE II

OFFICES

- 2.1. Offices. The principal offices of the Corporation shall be at 1350 Washington Street, Denver, Colorado 80203, but the Corporation may, from time to time, in the discretion of the Vestry, change, keep, and maintain its principal offices and other offices wherever the business of the Corporation may require.
- 2.2. Registered Office and Agent. The Corporation shall have and continuously maintain in the State of Colorado a registered office and a registered agent whose business office is identical with such registered office. The initial registered office and the initial registered agent are specified in the Articles of Incorporation. The Corporation may change its registered office or change its registered agent, or both, upon filing a statement, as is specified by the

Colorado Nonprofit Corporation Act, in the office of the Secretary of State of Colorado, or by otherwise complying with Colorado law as it may apply from time to time.

ARTICLE III

MEMBERSHIP

- 3.1. Members. Members shall include all persons who have received the Sacrament of Holy Baptism with water in the Name of the Father, Son, and Holy Spirit, whether in this Church or in another Christian Church, and whose Baptisms have been duly recorded in the Parish Register of Saint John's Parish.

There shall be the following classes of Member:

- (a) Communicant: Members who have received Holy Communion in the Episcopal Church at least three times during the preceding year.
 - (b) Adult Member: Members eighteen years of age and over. It is expected that all Adult Members, after appropriate instruction, will make a mature public affirmation of their faith and commitment to the responsibilities of their Baptism, and will be confirmed or received by a Bishop of the Episcopal Church or by a Bishop of a Church in communion with the Episcopal Church.
 - (c) Adult Member in Good Standing: All Adult Members of Saint John's who for the previous year have been faithful in corporate worship, unless for good cause prevented, have been faithful in working and praying for the spread of the Kingdom of God, the mission statement of Saint John's Church in the Wilderness, and are financial contributors of record to the parish within the twelve months preceding the annual meeting of the parish.
- 3.2. Matters on which Adult Members in Good Standing are Required to Vote. On the following matters, final action may not be taken except with the approving vote of the Adult Members in Good Standing in the manner prescribed by the Colorado Nonprofit Corporation Act, as it may be amended from time to time, or by the Articles of Incorporation or these Bylaws: the election and removal of members of the Vestry, except when filling a vacancy; the amending or restating of the Articles of Incorporation; the merger or consolidation of the Corporation with another corporation; the sale, lease, exchange, mortgage, pledge, or other disposition of all or substantially all the property or assets of the Corporation, other than in the ordinary course of the carrying out of the purposes of the Corporation; and the voluntary dissolution or liquidation of the Corporation. The Adult Members in Good Standing also shall be entitled to vote on such other matters as may be directed to a vote of the members by the Vestry, and on any other matter which may be submitted to a vote of the Adult Members in Good Standing pursuant to the Colorado Nonprofit Corporation Act, as it may be amended from time to time, or the Articles of Incorporation, or these Bylaws, if the Vestry elects to submit such

matters to the Adult Members in Good Standing, so long as the same are not inconsistent with otherwise valid and applicable provisions of law.

- 3.3. Annual Meetings of the Members. The annual meeting of the Members shall be held during the month of January at the principal offices of the Corporation in Denver, Colorado, or at such other place within Saint John's Parish as may be specified by the Dean.
- 3.4. Special Meetings of the Members. Special meetings of the Members, for any permissible purpose or purposes, may be called by the Senior Warden, the Dean, the Vestry or a majority of the Adult Members in Good Standing entitled to vote at the meeting, who shall also determine the time and place for such special meetings.
- 3.5. Record Date and Notice. A record date for every meeting shall be set in advance by the Vestry, and shall be no more than 60 days prior to the date of the meeting. All persons who are Adult Members in Good Standing on the record date of a meeting shall be entitled to notice of and eligible to vote at such meeting. Written notice stating the place, day and hour of any meeting of Members shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting. Notice shall be given either personally, by mail, or electronically, by or at the direction of the Senior Warden, the Clerk, or the officer or person calling the meeting, to each Adult Member in Good Standing eligible to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed to the Adult Member in Good Standing at his or her address as it appears in the Register of Saint John's Parish. If delivered personally, such notice shall be deemed delivered when handed to the Adult Member in Good Standing or deposited at his or her address as it appears on the records of the Corporation. If delivered electronically, such notice shall be deemed delivered when transmitted. In the case of any meeting of Members at which action will be taken with respect to electing or removing a member of the Vestry; amending or restating the Articles of Incorporation; adopting amendments to these Bylaws that affect the powers, rights, or authority of the Members the merger or consolidation of the Corporation with another corporation; the sale, lease, exchange, mortgage, pledge, or other disposition of all or substantially all of the property or assets of the Corporation, other than in the ordinary course of the carrying out of the purposes of the Corporation; or the voluntary dissolution or liquidation of the Corporation, the purpose or purposes for which the meeting is called shall be stated in the notice. In the case of each annual meeting of Members, the names of the candidates nominated pursuant to Section 4.4(a) to fill the places on the Vestry representing terms expiring at said annual meeting, and the names of any candidates nominated pursuant to Section 4.6 to fill vacancies on the Vestry resulting from an increase in the size of the Vestry, shall be stated in the notice.
- 3.6. Quorum. One-tenth of the Adult Members in Good Standing eligible to vote (whether present in person or by proxy) shall constitute a quorum at any meeting of the Members. If a quorum shall not be present, the Adult Members in Good Standing present in person or by proxy may adjourn the meeting from time to time, without notice other than announcement at the meeting, for a period not to exceed sixty (60) days at any one adjournment, until the

number of Adult Members in Good Standing required for a quorum shall be present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. The Adult Members in Good Standing present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Adult Members in Good Standing to leave less than a quorum.

- 3.7. Voting. Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, all matters submitted to a vote at a meeting of the Members shall be decided by a vote of the Adult Members in Good Standing represented in person or by proxy at the meeting and eligible to vote. Vestry members shall be elected by a plurality, with the candidates receiving the highest number of votes being elected, irrespective of whether any candidate receives a majority or any other proportion of the votes cast by the Adult Members in Good Standing. Each Adult Member in Good Standing so eligible shall have one vote on each matter submitted to a vote of the Adult Members in Good Standing. An Adult Member in Good Standing may vote either in person or by proxy executed in writing by the Adult Member in Good Standing or by his or her duly authorized attorney-in-fact; provided, however, that only one Adult Member in Good Standing shall vote on any one proxy. Such proxy shall be filed with the Clerk before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy. Voting shall be oral, except as otherwise provided by law, but shall be by written ballot if such written vote is demanded by any Adult Member in Good Standing entitled to vote who is present in person or by proxy. In its discretion, the Vestry may permit voting electronically or by mail for election of the Vestry, or for an amendment to the Articles of Incorporation or a proposed plan of merger, consolidation, or dissolution. A vote by the Adult Members in Good Standing for an amendment to the Articles of Incorporation or a proposed plan of merger, consolidation or dissolution shall be approved by the affirmative vote of at least two thirds of the votes entitled to be cast thereon.
- 3.8. Waiver. Whenever any law, the Articles of Incorporation, or these Bylaws require a notice of a Members' meeting to be given, a written waiver of notice signed by an Member entitled to notice, whether before, at, or after the time stated in the notice, shall be equivalent to the giving of notice. Attendance of an Member in person or by proxy at a meeting constitutes a waiver of notice of the meeting, and of any objections to the manner of calling the meeting, except where the Member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called, noticed or convened, and does not otherwise participate in the meeting.

ARTICLE IV

VESTRY

- 4.1. General Powers and Duties. The property, affairs, and business of the Corporation shall be managed under the direction and supervision of the Vestry, which shall constitute the board of directors. The Vestry shall have and exercise, or cause to be exercised, on behalf of the Corporation, all the rights, powers, and privileges granted to the Corporation as a nonprofit corporation organized under the laws of Colorado in the carrying out of the purposes and objects set forth in the Articles of Incorporation. The Vestry shall manage the Corporation in a manner which is not inconsistent with the Colorado Nonprofit Corporation Act, the Constitution or Canons of The Episcopal Church in the United States of America or the Diocese of Colorado, or the Articles of Incorporation.
- 4.2. Number. The number of members of the Vestry, nominated, elected or determined *ex officio* shall not be fewer than six. The Dean, Senior Warden and Junior Warden shall at all times, by virtue of their positions, be Vestry members. Any action of the Vestry to change the number of Vestry members, whether expressly by resolution or by implication through the election of additional Vestry members, shall constitute an amendment of these Bylaws changing the number of Vestry members, provided such action satisfies the requirements for amending these Bylaws. No action that decreases the size of the Vestry shall have the effect of shortening the term of any incumbent Vestry member.
- 4.3. Qualifications. Members of the Vestry, other than the Dean, Senior Warden and Junior Warden, shall be elected by the Adult Members in Good Standing from among the communicants of Saint John's Parish who are Adult Members in Good Standing. Individuals elected or appointed to the Vestry who have not been confirmed or received into the Episcopal Church will do so as soon after their election or appointment as is practical.
- 4.4. Tenure.
 - (a) Term. Members of the Vestry, other than the Dean, Senior Warden and Junior Warden, shall be elected for a three-year term and may be elected to a second, consecutive three-year term. Members of the Vestry shall serve until the expiration of their terms as provided in this Article IV, and until their successors are elected and qualified.
 - (b) No Member of the Vestry, other than the Dean, Senior Warden or Junior Warden, shall be eligible for reelection until one year has elapsed from the expiration of his or her second term, provided, however, that:
 - (i) any person appointed to fill a vacancy on the Vestry of more than one year in accordance with Section 4.7 of these Bylaws may be elected to a single three-year term at the end of term to which that person was appointed and is not eligible for reelection until one year has elapsed from the expiration of that three-year term.
 - (ii) any Member of the Vestry, other than the Dean, shall be eligible for election as a Senior or Junior Warden.

- (iii) no Member of the Vestry, including the Senior and Junior Warden, but not the Dean, shall serve longer than nine consecutive years on the Vestry.
- (c) Terms of office stated in years in these Bylaws shall be measured by treating the intervals between the annual meetings of the Members as “years”; provided, however, that whenever the office of the Dean is vacant, the conclusion of the terms of office of any out-going Vestry members may be extended, and the commencement of the terms of office of any newly-elected Vestry members may be delayed, by up to the lesser of six (6) months or until the date on which a new Dean accepts his or her election as Dean, in order to allow the Vestry to complete the process of nominating and electing a new Dean in accordance with Section 7.2(a) of these Bylaws.

4.5. Nomination and Election.

- (a) The following procedures for nomination and qualification of candidates for election to the Vestry shall apply: At least thirty (30) days prior to each annual meeting of the Members, the Vestry or a committee appointed by the Vestry, or the Members shall nominate a sufficient number of candidates to fill the places on the Vestry representing expiring terms which are not to be filled by the Dean or Senior Warden and to fill vacancies resulting from an increase in size of the Vestry. The Dean shall be elected as provided in paragraph 7.2(a), below, and the Senior Warden shall be elected as provided in paragraph 7.2(b), below.
- (b) The Adult Members in Good Standing shall elect the number of Vestry members necessary to fill the vacancies on the Vestry resulting from the expiration of the terms of elected member of the Vestry, plus whatever additional number of members may be required to fill vacancies resulting from an increase in size of the Vestry.
- (c) If the size of the Vestry is ever increased or decreased, however, then the Vestry shall determine by resolution a division of the members of the Vestry, other than the Dean, Senior Warden and Junior Warden, into three (3) groups which are as close to equal in number as possible, with the terms of each group to be staggered in the manner prescribed in Section 4.4(a). Thereafter, at each annual meeting the Members shall elect a sufficient number of members of the Vestry to fill the open positions on the Vestry caused by the expiration of such terms in addition to any vacancies resulting from an increase in size of the Vestry.
- (d) Cumulative voting shall not be permitted in the election of Vestry.

4.6. *Ex Officio* Directors. The Dean, Senior Warden and Junior Warden shall at all times be, by virtue of their positions, voting members of the Vestry.

4.7. Vacancies. Vacancies in the Vestry caused by the removal, resignation, or death of any elected members of the Vestry, or resulting from an increase in size of the Vestry or the election of a member of the Vestry to the office of Senior Warden or Junior Warden, shall be filled by nomination and the affirmative vote of a majority of the remaining members of the Vestry after the event creating the vacancy, subject to Section 5.7 and the remaining

provisions of this Section, or by the Members at the next annual meeting of Members. Any member of the Vestry elected to fill such a vacancy shall hold office during the term of the vestry member whose vacancy is being filled and until his or her successor is elected and qualified.

- 4.8. Removal and Resignation. The Adult Members in Good Standing may, upon the affirmative vote of a majority of the Adult Members in Good Standing present in person or by proxy at a meeting called for the purpose, remove any Vestry member (except a Vestry member serving *ex officio*) from the Vestry with or without cause. Any Vestry member may resign at any time by giving written notice to the Dean or, if the office of the Dean is vacant, to the Senior Warden. Such resignation shall take effect at the date of receipt of such notice, or at any later date specified in the notice, and, unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V

MEETINGS OF THE VESTRY

- 5.1. Annual Meeting. The annual meeting of the Vestry shall be held at the principal offices of the Corporation in Denver, Colorado, on a day certain during the month of January of each year, to be set by the Vestry or at such other place or date as the Vestry may determine.
- 5.2. Regular Meetings. The Vestry may, by resolution, establish a time and place for regular meetings of the Vestry, which may thereafter be held without further notice except as may be reasonably required.
- 5.3. Special Meetings. Special meetings of the Vestry may be called at any time by the Dean, Senior Warden or a majority of the Vestry.
- 5.4. Notices. Notice of regular meetings of the Vestry shall be given as reasonably required. Notice of a regular meeting at which the question of an amendment to the Articles of Incorporation or these Bylaws is to be submitted to a vote shall be given pursuant to this Section 5.4 as if the meeting were a special meeting. Notice of a special meeting or of the annual meeting, stating the date, hour, and place of such meeting, shall be given to each member of the Vestry by the Dean, Senior Warden or the Clerk. Notice of such a meeting may be given by depositing it in the United States mail postage prepaid at least ten (10) days before the meeting, addressed to each member of the Vestry at the last address he or she has furnished to the Corporation for this purpose, and any notice so mailed shall be deemed given at the time it is mailed. Notice of a special meeting, but not of the annual meeting, may also be given at least twenty-four (24) hours before the meeting in person, by U.S. Mail or private carrier, or by telephone, electronically transmitted, or other forms of wired or wireless communication. If mailed, such notice shall be deemed delivered when deposited in the U.S. mail, postage prepaid, addressed to the Vestry member at his or her address as it appears in the Register of Saint John's Parrish. If delivered personally, such notice shall be

deemed delivered when handed to the Vestry member or deposited at his or her address as it appears on the records of the Corporation. If delivered electronically, such notices shall be deemed delivered when transmitted to the Vestry member's address on record. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Vestry need be specified in the notice or waiver of notice of such meeting unless otherwise required by law, the Articles of Incorporation, or these Bylaws.

- 5.5. Waiver. A written waiver of notice of a meeting signed by a member of the Vestry, whether before, at, or after the time stated therein, shall be equivalent to the giving of a due and proper notice and a waiver of objections to the calling or convening of the meeting. Attendance of a member of the Vestry at a meeting constitutes a waiver of any objection to the calling or notice of such meeting, except where a member of the Vestry attends a meeting for the sole purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not otherwise participate in the meeting.
- 5.6. Organization. At each meeting of the Vestry, the Dean, or such other member of the Vestry designated by the Dean, shall chair the meeting, and the Clerk or, in his or her absence, any person appointed by the chair of the meeting, shall act as secretary of the meeting.
- 5.7. Quorum. At all meetings of the Vestry a majority of the entire Vestry shall constitute a quorum for the transaction of business, and, in the absence of a quorum, a majority of the Vestry members present may, without notice other than announcement at the meeting, adjourn the meeting from time to time to a specified time and place until a quorum is present. The act of the majority of the Vestry members present at any meeting at which a quorum is present shall be the act of the Vestry, except as otherwise specifically required by law, the Articles of Incorporation, or these bylaws. When the business before the Vestry is the filling of vacancies on the Board, a majority of the remaining Vestry shall constitute a quorum.
- 5.8. Place of Meetings. The Vestry may hold its meetings wherever the Dean or the Senior Warden, from time to time, determines.
- 5.9. Attendance by Telephone. Members of the Vestry may participate in a meeting of the Vestry by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute attendance in person at the meeting.
- 5.10. Action by Vestry Without a Meeting. Any action that may be taken at a meeting of the Vestry may be taken without a meeting if a consent in writing, setting forth the action so taken and stating that it is being taken by unanimous written consent as provided in these Bylaws, shall be signed by all of the members of the Vestry entitled to vote with respect to such action. Such a consent may be executed in counterparts and shall be effective as of the date of the last signature, unless a different effective date is stated.
- 5.11. Proxy Voting. Proxy voting shall not be permitted at any meeting of the Vestry.

ARTICLE VI

COMMITTEES OF THE VESTRY

- 6.1. Committees Defined (Standing and Ad Hoc). Committees established by the Vestry shall be standing or ad hoc.
- (a) Standing Committees. Standing committees shall be (1) the Executive Committee, (2) the Finance Committee, and (3) any other committees that the Vestry may determine from time to time are to be established as standing committees. The initial appointment of members of these committees may, however, be delayed until such time as the Vestry deems appropriate. Members of all standing committees shall be appointed by the Vestry upon the recommendation of the Dean or the Senior Warden, and they shall report to the Dean or the Senior Warden unless otherwise directed by the Vestry. A majority of the members of any standing committee shall constitute a quorum. Any standing committee may hold meetings on the call of the committee chair, or of the Clerk at the request of two (2) members of the committee, upon a minimum of twenty-four (24) hours' notice to the members of the committee. Standing committee members shall serve until the next succeeding annual meeting of the Vestry, at which time they may be reappointed to serve as a standing committee member, or until their earlier removal or resignation from the committee in the manner set forth in Section 4.7 for removal or resignation from the Vestry.
 - (b) Ad Hoc Committees. Ad hoc committees may be appointed by the Dean or Senior Warden, for such special tasks as circumstances warrant. An ad hoc committee shall limit its activity to the accomplishment of the task for which it is appointed and shall have no power to act except as specifically conferred by action of the Vestry. Upon completion of the task for which appointed, an ad hoc committee shall be disbanded.
 - (c) Limitations on Authority of Committees. The Vestry may appoint persons who are not members of the Vestry to any committee or subcommittee, except for the Executive Committee. Committees may have, to the extent provided in the resolution authorizing their creation, the Articles of Incorporation, or these Bylaws, any of the authority, powers, and duties of the members of the Vestry, except that no such committee shall have the authority of the Vestry in reference to amending, supplementing, restating, or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any officer or member of the Vestry; amending or restating the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, mortgage, pledge, or other disposition of all or substantially all of the property or assets of the Corporation; authorizing the voluntary dissolution, liquidation, bankruptcy, or reorganization under the bankruptcy laws of the Corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Corporation; amending, altering, or repealing any resolution of the Vestry; or taking any other action which may hereafter

be prohibited to such committees by law. This section shall be automatically amended to be consistent with the Colorado Nonprofit Corporation Act's provisions relating to the authority of committees of boards of directors, as those provisions may exist from time to time. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Vestry or any individual member of the Vestry of any responsibility imposed upon him or her by law. Subject to the foregoing, the Vestry may provide by resolution such powers, limitations, and procedures for such committees as the Vestry deems advisable.

- 6.2. Executive Committee. The Executive Committee shall consist of the Dean, the Senior Warden, the Junior Warden and two (2) members of the Vestry, appointed by the Vestry on the recommendation of the Senior Warden. The Executive Committee shall have all the powers of the Vestry, except as limited by law or these Bylaws, during the period between the meetings of the Vestry, subject to any prior limitation imposed by the Vestry. In particular, the Executive Committee shall have responsibility for making decisions required by the immediate needs of the Corporation. Minutes of the Executive Committee meetings shall be given to all members of the Vestry.
- 6.3. Finance Committee. The Finance Committee shall consist of the Dean, the Senior Warden, the Treasurer and at least two other members of the Vestry appointed by the Vestry upon the recommendation of the Dean or the Senior Warden. The Finance Committee shall be responsible for: developing and recommending plans for the successful acquisition of capital, endowment and operating funds to meet the needs of the Corporation; establishing programs for obtaining contributions and for acquiring funds and grants from federal, state, and local agencies to be used for programs related to the objectives of the Corporation; managing the portfolio of the Corporation in a manner which is intended to achieve a maximum return consistent with the safety of principal; reporting to the Vestry on the status of the Corporation's investments; developing recommendations on the Corporation's financial policies and annual operating and capital budgets for consideration by the Vestry; recommending the borrowing of short-term and long-term funds, as necessary; examining and approving financial and related statistical statements concerned with current operations; reviewing and recommending to the Vestry the appointment of auditors, who shall be independent certified public accountants, and depositories; assigning the Treasurer and another of its members to review and evaluate the annual audit report and management letter with the Corporation's auditors and to report to the full Vestry their recommendations; and requiring that adequate accounting control systems for the Corporation are developed and maintained. The Treasurer shall not participate in the appointment of auditors. The Finance Committee shall cause to be prepared, and shall submit to the Vestry at a meeting prior to the end of each fiscal year of the Corporation, a budget showing the expected receipts, income, and expenses for the next ensuing fiscal year. One of the subcommittees of the Finance Committee shall be the Audit Committee. Its members shall be appointed by the Vestry on the nomination of the Finance Committee; however, neither the Senior Warden, nor the Dean, nor the Treasurer may be members of the Audit Committee. In accordance with Section 9.4, below, the Audit Committee may appoint independent certified

accountants to conduct an audit of the books and records of the Corporation and its related organizations, and it shall review and evaluate the annual audit report and management letter with the Corporation's auditors and report to the Finance Committee and to the Vestry their recommendations.

ARTICLE VII

OFFICERS

- 7.1. Officers. The officers of the Corporation shall be the President, who shall be referred to as the Senior Warden; the Dean; the Vice President, who shall be referred to as the Junior Warden; the Secretary, who shall be referred to as the Clerk; and the Treasurer. No two or more offices may be held by the same person. Officers shall serve until the expiration of their terms as provided in this Article VII and until their successors are elected and qualified. The Vestry shall provide each officer with a copy of these Bylaws at the time of his or her election.
- 7.2. Election and Term of Office.
- (a) Whenever the office of the Dean is vacant, the Wardens or other proper officers shall promptly notify the Bishop. A priest in the Episcopal Church in the United States of America, who is either a duly-qualified priest from outside this diocese holding letters dimissory, or a priest in good standing, canonically resident in this diocese, shall be nominated by the remaining Vestry members to fill that vacancy, at a meeting called by the Senior Warden for that purpose only. The name of the priest so conditionally elected shall immediately be made known to the ecclesiastical authority of this Diocese (the Diocesan Bishop or, in the absence of such, the Standing Committee). The ecclesiastical authority shall have thirty (30) days within which to communicate with the Corporation concerning the proposed election, and the Corporation shall consider any such communication at a meeting duly called and held for that purpose before the election becomes final. Upon such consideration, the election may become final, and, if it does, the priest nominated shall be elected Dean for a term of three years. At the end of each such three-year term, the remaining members of the Vestry shall be deemed to have re-elected the person currently serving as Dean to continue his or her service for an additional three years, unless proceedings have been initiated to have such person removed as Dean by action of the Bishop pursuant to the canons of the Episcopal Church and of the Diocese of Colorado. Whenever the office of the Dean becomes vacant, the Vestry, in consultation with the ecclesiastical authority, may appoint a priest as Interim Dean to facilitate the ordinary operations of the Corporation until the election of a new Dean.
- (b) The Senior Warden and Junior Warden shall be elected by the Adult Members in Good Standing from among the communicants of Saint John's Parish who are Adult Members in Good Standing. Individuals elected or appointed as Wardens who have not been

confirmed or received into the Episcopal Church will do so as soon after their election or appointment as is practical. The Senior Warden shall be nominated by the Dean, and the Junior Warden shall be nominated in the manner set forth for members of the Vestry in sub-paragraph 4.4(b)(ii). The Senior Warden and Junior Warden shall hold office for not more than two successive three-year terms and shall be subject to the limitations of section 4.4(b)(iii).

- (c) Each year at its first meeting after the annual meeting of Members, the Vestry shall elect a Clerk and a Treasurer, both of whom must be qualified to be elected to the Vestry of Saint John's Parish, but need not be members of the Vestry.
- 7.3. Senior Warden. The Senior Warden shall be the chief executive officer of the Corporation. Subject to the direction and control of the whole of the Vestry and with the assistance of the Dean, he or she shall be responsible for the general and active management of the Corporation and shall see that all policies and instructions of the Vestry are carried into effect. He or she may negotiate for, execute, and deliver (or cause to be negotiated, executed, or delivered) contracts, deeds, and other instruments and agreements on behalf of the Corporation as are necessary or appropriate in the ordinary course of its business or as are duly authorized or approved by the Vestry or committees designated by the Vestry. He or she shall have such additional authority, powers, and duties as are appropriate and customary for the office of chief executive officer, and as the Vestry may prescribe from time to time.
- 7.4. Dean. The Dean shall exercise general supervisory control over corporate affairs. He or she shall provide leadership to the Vestry in formulating, developing, implementing and evaluating the policies, goals and procedures of the Corporation in order to meet its objects and purposes. Subject to the direction and control of the whole of the Vestry, he or she shall assist the Senior Warden with the general and active management of the Corporation.
- 7.5. Junior Warden. The Junior Warden shall be the officer next in seniority after the Senior Warden. The Junior Warden shall have such authority, powers, and duties as are prescribed by the Vestry. Upon the resignation, removal, death, unavailability, or disability of the Senior Warden, the Junior Warden shall exercise the authority, powers, and duties of the Senior Warden until that vacancy is filled in accordance with Section 7.8, below. Any vacancy in the office of Junior Warden shall be filled in the same manner as specified in paragraph 4.7 above. Any appointee may stand unopposed for re-election to the same number of one-year terms remaining in the three-year period of service of the previous incumbent.
- 7.6. Clerk. The Clerk shall keep or cause to be kept accurate records of notices, waivers of notice, attendance, votes, consents, and minutes of all proceedings of the Vestry and any committees of the Vestry. He or she shall cause to be mailed or given, in compliance with these Bylaws, any notices of meetings, agendas, or other materials to the Vestry in advance of each meeting. The Clerk shall have charge of the books, reports, statements, and other documents and records of the Corporation, and shall see that they are properly kept and filed. The Clerk shall be responsible for the preparation and filing of reports to all federal, state, and local governments and governmental agencies (other than tax returns). He or she shall be the custodian of the corporate seal of the Corporation, and shall have authority to

impress or affix the corporate seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature). The Clerk shall report to the Vestry and have such additional authority, powers and duties as are appropriate and customary for the office of Clerk or as the Vestry may prescribe from time to time.

- 7.7. Treasurer. The Treasurer shall be responsible for the safekeeping of the funds of the Corporation, and shall serve *ex officio* as a voting member of all standing and ad hoc Committees of the Corporation that are involved with the management, use or safekeeping of the funds of the Corporation except the committee that appoints the auditors for the Corporation. He or she shall receive or supervise the receipt of all moneys paid to the Corporation and, subject to any limits imposed by the Vestry, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Corporation's name and on the Corporation's behalf, and to give full discharge for the same. Subject to the policies and instructions of the Vestry, the Treasurer shall have charge of disbursement of the funds of the Corporation, and shall keep or cause to be kept full and accurate records of the receipts and disbursements, financial transactions, and properties of the Corporation. He or she shall deposit or cause to be deposited all moneys and other valuable effects in the name of and to the credit of the Corporation in such depositories as shall be designated by the Vestry. He or she shall submit a monthly statement of receipts, disbursements and cash or equivalent in hand in such form as the Vestry may, from time to time, require. He or she shall also prepare for approval of the Vestry and submittal to the Bishop all such reports and other financial information as may be required from time to time. The Treasurer shall report to the Vestry and have such additional authority, power, and duties as are appropriate and customary for the office of Treasurer or as the Vestry may prescribe from time to time. The Treasurer shall be the chair of the Finance Committee.
- 7.8. Resignation, Removal, and Vacancies. Any officer may resign at any time by giving two weeks written notice to the Vestry. The acceptance of such resignation shall not be necessary to make it effective unless the notice so provides. Any officer elected or appointed may be removed with or without cause by the persons authorized to elect or appoint such officer. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. A vacancy occurring in any office because of death, resignation, removal, or any other cause, shall be filled by the Vestry for the unexpired portion of that officer's term; provided, however, that a vacancy in the office of Senior Warden shall be filled by appointment of the Vestry upon nomination by the Dean, and a vacancy in the office of the Dean shall be filled in accordance with Section 7.2(a) above.
- 7.9. Salaries. The Vestry shall fix from time to time the salaries or wages of officers and senior employees of the Corporation who do not perform their duties gratis for the Corporation. Election or appointment of an officer shall not of itself create a contract or other right to compensation for services performed as such officer.
- 7.10. Assistants, Agents and Employees. The Vestry may appoint or employ such assistants, agents or other employees as it may deem advisable from time to time, and may delegate to

any appropriate officer of the Corporation the power to appoint and prescribe the authority and duties of any such assistants, agents or employees.

ARTICLE VIII

INDEMNIFICATION

- 8.1. To the fullest extent specifically permitted or provided by the Colorado Nonprofit Corporation Act, as amended from time to time, the Corporation shall indemnify any person against all claims, losses or liabilities, including expenses, reasonably incurred by reason of the fact that he or she is or was a member of the Vestry, officer, employee, fiduciary, or agent of the Corporation or of the Corporation's predecessor, that corporation formerly known as Saint John's Church in the Wilderness, a non-profit corporation chartered by act of the Colorado Territorial Legislature in 1861, and asserted by the Colorado Secretary of State to have been dissolved by operation of law on January 1, 1981 (the "Predecessor Corporation") or, while serving as a member of the Vestry, officer, employee, fiduciary or agent of the Corporation or of the Predecessor Corporation, he or she is or was serving by request as a member of the Vestry, officer, partner or trustee of, or in any similar managerial, advisory, or fiduciary position of, or as an employee or agent of, another corporation, partnership, joint venture, trust, or other entity (a person who is or was serving in any of the above capacities shall hereafter be referred to as a "covered person"). In addition to the foregoing obligation of indemnification, and with a view to giving the person covered by these provisions the broadest possible indemnity, the Corporation shall also indemnify covered persons as provided in the succeeding paragraphs of this article VIII.
- 8.2. The Corporation shall 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, investigation, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation), by reason of his or her status as a covered person, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she believed in good faith to be in or not opposed to the best interests of the Corporation or the Predecessor Corporation as the case may be, and, with respect to any criminal action or proceeding, he or she had, in good faith, no cause to believe that his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo 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 or she believed in good faith to be in or not opposed to the best interests of the Corporation or the predecessor Corporation as the case may be, and, with respect to any criminal action or proceeding, that he or she had, in good faith, cause to believe his or her conduct was unlawful.

- 8.3. The Corporation shall indemnify any person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of his or her status as a covered person, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she believed in good faith to be in or not opposed to the best interests of the Corporation or the predecessor Corporation as the case may be; but no such indemnification shall be made in respect of any claim, issue, or matter as which such person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation or the predecessor Corporation as the case may be unless, and then only to the extent that, the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court deems proper.
- 8.4. To the extent that a person entitled to indemnification under paragraphs 8.2 or 8.3 has been successful on the merits in defense of any action, suit, or proceeding referred to in those sections, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.
- 8.5. Any indemnification under paragraphs 8.2 or 8.3, (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the covered person is proper in the circumstances because he or she has met the applicable standard of conduct set forth in those sections. Such determination shall be made by the Vestry by a majority vote of a quorum consisting of those Vestry members who were not parties to such action, suit, or proceeding, or, if such a quorum is not obtainable or, even if obtainable, a quorum of disinterested Vestry members so directs, by independent legal counsel in a written opinion.
- 8.6. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding, as authorized in paragraph 8.5, upon receipt of an undertaking by or on behalf of the person seeking the advance to repay such amount unless it is ultimately determined that he or she is entitled to be indemnified by the Corporation as authorized in this article VIII.
- 8.7. The indemnification provided by this article VIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under these Articles of Incorporation, any bylaw, agreement, vote of disinterested Vestry members, or otherwise, and any procedure provided for by any of the foregoing, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be in the position that entitled him or her to such indemnification and shall inure to the benefit of heirs, executors, and administrators of such a person. The provisions in this article VIII shall not be deemed to preclude the Corporation from

indemnifying other persons from similar or other expenses and liabilities as the Vestry may determine in a specific instance or by resolution of general application.

- 8.8. The Corporation may purchase and maintain insurance on behalf of any covered person against any liability asserted against him or her or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this article VIII.

ARTICLE IX

MISCELLANEOUS

- 9.1. Contracts. Whether or not any such officer has the general authority under these Bylaws to execute and deliver any particular contract, instrument or agreement, the Vestry may authorize any officer or agent of the Corporation to enter into any particular contract, or to execute and deliver any particular instrument or agreement, in the name of the Corporation. Without such general or particular authorization, no such officer or agent shall have any power or authority to bind the Corporation by any contract, instrument, or agreement, or to pledge its credit or to render it liable pecuniarily for any amount.
- 9.2. Alienation of Property. The Corporation may not incur any indebtedness that may alienate or encumber property held by the Corporation or Saint John's Parish in trust for The Episcopal Church in the United States of America or any Diocese thereof, without the written consent of the Diocesan Executive Council of the Diocese of Colorado. The Corporation also shall not alienate any consecrated church or chapel, or any church or chapel that has been used solely for religious services, without obtaining the consent of the Standing Committee of the Diocese of Colorado.
- 9.3. Funds. All funds of the Corporation shall be deposited to the credit of the Corporation under such conditions and in such depositories as the Vestry may designate, and for the purpose of such deposit any person or persons to whom such power is delegated may endorse, assign, and deposit checks, drafts, and other orders for the payment of funds payable to the order of the Corporation. All checks, drafts, or other orders for the payment of money issued by the Corporation shall be signed by such person or persons as may, from time to time, be designated by the Vestry or these Bylaws.
- 9.4. Annual Independent Audit. All accounts of the Corporation shall be examined and verified annually by certified public accountants appointed by the Vestry or by the Audit Committee, which certified public accountants shall in no way be connected with the routine bookkeeping procedures of the Corporation or Saint John's Parish, nor with the subject matter of the accounts. A certificate attesting to such examination of the books and that they fairly represent the financial condition of the Corporation shall be submitted to the

Treasurer of the Diocese of Colorado not later than July 1 of the year following the examination of the accounts.

- 9.5. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January in each year.
- 9.6. Seal. The Vestry may adopt a seal, which shall be circular in form and bear the name of the Corporation and the words "SEAL" and "COLORADO", which, when adopted, shall constitute the corporate seal of the Corporation. The seal may be used by causing it or a facsimile thereof to be impressed, affixed, manually reproduced, or rubber stamped with indelible ink.
- 9.7. Amendment. Subject to the rights of Adult Members in Good Standing set forth in the Articles of Incorporation and elsewhere in these Bylaws, these Bylaws may be amended, supplemented, or restated, in whole or in part, by vote of a majority of the entire Vestry at any meeting of the Vestry, provided the notice of such meeting sets forth the subject of the proposed amendment.