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TALLAHASSEE, FLORIDA

Amended
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COVER LETTER

**TO: Amendment Section
Division of Corporations**

SUBJECT: The Institute of Life Long Learning of Vilasananda Village, Inc.
(Name of Corporation)

DOCUMENT

NUMBER: N06000005781

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Peggy A. Martin
(Name of Contact Person)

Vilasananda School of Creative Learning, Inc.
(Firm/Company)

6623 Pinefeather Ct.
(Address)

Bradenton, Florida 34203
(City/State and Zip Code)

For further information concerning this matter, please call:

Peggy A. Martin at (941) 758-8407
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

\$43.75 Filing Fee &
Certificate of Status

✓ Fee & \$43.75 Filing Fee &
Certified Copy
(Additional copy is Certified Copy
enclosed)

52.50 Filing Fee,
Certificate of Status &
Certified Copy
(Additional copy is enclosed)

**Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314**

ARTICLES OF AMENDMENT
TO

ARTICLES OF INCORPORATION FOR

The Institute of Life Long Learning of Vilasananda Village, Inc.

ARTICLES OF INCORPORATION

In Compliance with Chapter 617, F.S., (Not for Profit)

Adopted by the members and directors on September 4, 2007

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 1. NAME

1.1 The name of the corporation is

The Institute of Life Long Learning of Vilasananda Village, Inc.

ARTICLE 2. DURATION

2.1 The period of its duration is perpetual unless the company dissolves in accordance with the dissolution of the organization, (Article 3.3) assets shall be distributed for one or more exempt purposes within the meaning of section 501(c) (3) of the International Revenue Code of 1986 or the corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE 3. PURPOSES

3.1 The purposes for which this organization is organized are exclusively, religious, charitable, scientific, literary and/or educational within the meaning of section 501(c) (3) of the International Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

ADDITIONAL ARTICLE

3.2 Notwithstanding any provisions of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501(c) (3) of the International Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

ADDITIONAL ARTICLE: DISSOLUTION OF THE CORPORATION

3.3 Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c) (3) of the International Revenue Code of 1986 or the corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ADDITIONAL ARTICLE

3.4 Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax

ADDITIONAL ARTICLE

3.5 In compliance with Chapter 617.012 of the Statutes of the State of Florida, and consistent with the stipulations of IRS Section 501(c)(3), the purpose of The Institute of Life Long Learning of Vilasananda Village, Inc. is to include the purpose to establish and maintain an ongoing adult learning center dedicated and committed to creating an inspiring, nurturing and expanding spiritual growth. Also to create an educational arm which will research, develop, write, and publish its findings in books and on the website The Institute of Life Long Learning of Vilasananda Village, Inc. The practical knowledge will be managed as a public good and in a manner that makes educational material freely available to the general public.

ADDITIONAL ARTICLE

3.6 It is further recorded that The Institute of Life Long Learning of Vilasananda Village, Inc. will operate exclusively as a nonprofit corporation, the primary objectives of the foundation shall include, but not be limited to providing an institutional framework to promote, sustain and support The Institute of Life Long Learning of Vilasananda Village, Inc., and its services that manage all knowledge as a public good.

ADDITIONAL ARTICLE

3.7 This corporation is organized to transact any or all lawful business for which incorporations may be organized for under the laws of the State of Florida.

(a) To carry on any business or any other legal or lawful activity allowed by law.

(b) To acquire, own, use, convey and otherwise dispose of and deal in real or personal property or any interest therein.

(c) To do such other things as are incidental to the foregoing or desirable in order to accomplish the purpose for which the corporation was formed.

(d) To have and exercise all rights and powers that is now or may hereafter be granted to incorporations by law.

3.8 The foregoing shall be construed as objects, purposes and powers, and enumeration thereof shall not be held to limit or restrict in any manner, the powers hereafter conferred on this incorporation by the laws of the State of Florida.

ARTICLE 4. PRINCIPAL PLACE OF BUSINESS

The address of the corporations' principal place of business in this state is:

4.1 The principal place of business is:
9720 Discovery Terrace
Bradenton, Florida 34212

4.2 The mailing address is:
P.O. Box 21212
Bradenton, Florida 34204

ARTICLE 5. NAME & ADDRESS OF AMENDED REGISTERED AGENT

5.1. Registered Office and Agent.

(a) AMENDED Office and Agent. The principal place of business of the Corporation and the Corporation's Registered Office shall be:

Judith A. Hood
9720 Discovery Terrace
Bradenton, Florida 34212

and the Corporation's amended Registered Agent shall be:

Judith A. Hood
9720 Discovery Terrace
Bradenton, Florida 34212

The mailing address shall be: PO Box 21212, Bradenton, Florida 34204.

(b) Changes. The Manager shall be the new Registered Agent and shall change the Registered Office, if appropriate, if the then-current Registered Agent resigns or is removed or the Manager determines to make such an appointment or change.

(c) Filing on Change. Upon the appointment of a new Registered Agent or the change of the Registered Office, the Manager shall file or cause the filing of the document required by the State of Florida as appropriate to the circumstances.

(d) General Purpose. The Company's general purpose and business is the creation and development of The Institute of Life Long Learning of Vilasananda Village, Inc. and such other business as may be lawfully conducted by a Florida company.

ARTICLE 6. MANAGEMENT

NAMES AND TITLES OF OFFICERS

6.1 The name and address of the person who will serve as manager/president until the annual meeting of the Board of Directors or until successors are elected and qualified is:

Judith A. Hood
9720 Discovery Terrace
Bradenton, Florida 34212

ADDITIONAL ARTICLE

THE BOARD OF DIRECTORS ARE ELECTED OR APPOINTED

6.2 First task of the First Board.

The draft description of the Board will be the very first task of the first Board. The task is to review the description in the By-Laws, Articles of Incorporation and terms of reference. Based on this review, which will be documented, discussed, approved or altered by the Executive Committee and the Board and the references will be submitted for voting approval and subsequent adoption by the Board.

6.3 The By-Laws, Articles of Incorporation and terms of reference will be adopted and utilized, but they will be open to comment by The Institute of Life Long Learning of Vilasananda Village, Inc. members for a period of 6

weeks after the first membership annual meeting, at which time they will be resubmitted for voting approval and subsequent adoption by the Board with approval from the entire community.

6.4 Board Members will serve in a volunteer capacity without remuneration since The Institute of Life Long Learning of Vilasananda Village, Inc.'s financial circumstances do not permit the payment of salaries. However, if the Foundation's financial circumstances permit, the Board will determine the payment of salaries, acknowledging and in alignment with ARTICLE 23 PROTECTED CLAUSES Section 6. Limit on Levels of Remuneration

6.5. Limit on Levels of Remuneration, it is hereby declared as protected clause in perpetuity, that no single salary for any position or office in The Institute of Life Long Learning of Vilasananda Village, Inc., will, at any time, be higher than the prevailing P5 salary level paid to international public servants.

6.6 The Board will represent The Institute of Life Long Learning of Vilasananda Village, Inc.. community and act as the legal, corporate authority and responsibility for the achievement of the mission of The Institute of Life Long Learning of Vilasananda Village, Inc.

6.7 The Board member will promote the cause vision of The Institute of Life Long Learning of Vilasananda Village, Inc.. in a role of advocacy and fund-raising, and will at all time contributes to building and protecting the reputation of the school and its work.

6.8 If any decisions made by the Board turns out to be contentious or less than optimal for The Institute of Life Long Learning of Vilasananda Village, Inc.. then the Board will be asked to explain to the Executive Committee why she/he did not work Executive Committee.

6.9 Board activities will be constrained by the protected clauses of the founding By-laws and Articles of Incorporation.

6.10 Board Members serving in a volunteer capacity shall include three or more unrelated individuals selected from the community we will serve to insure that public and not private interests are protected.

ARTICLE 7. ORGANIZER

7.1 The name and address of the organizer is:

Peggy A. Martin
6623 Pinefeather Court
Bradenton, Florida 34203

ARTICLE 8. INDEMNIFICATION

8.1 The corporation shall indemnify every manger, his or her heirs, executors and administrators, against expenses actually and reasonably incurred by him or her, as well as any amount paid upon a judgment, in connection with any action, suit or proceeding, civil or criminal, to which he or she may be made a party to by reason of having been a manager of this limited liability company.

8.2 This indemnification is being given since the manager will be requested to act by the corporation, for and on behalf of the corporation's benefit.

8.3 This indemnification shall not be exclusive of other rights to which the manager may be entitled.

8.4 The manager shall be entitled to the fullest indemnification allowed by the current law or as may be amended hereafter.

8.5 A Manager shall be liable to corporation for the following actions:

- a. A breach of his or her duty of loyalty to the limited liability company, or its members.
- b. An act or omission taken in bad faith and constituting a breach of the Manager's duty to the limited liability company.
- c. To be liable hereunder the manager(s) must have acted in a grossly negligent, malicious or intentional manner as those terms are defined at law.
- d. A transaction in which the manager benefits to the detriment of the Corporation or its members.
- e. An action which the manager is liable at law for which an indemnification is not allowed.

ARTICLE 9. CAPITAL & ADDITIONAL MEMBERS

9.1. The banking arrangements will be made after obtaining the agreed upon amount to use for operating expenses. On motion duly made, seconded and named, a proposal to establish a bank account at Wachovia Bank on State Road #64 and Lakewood Ranch Blvd. was unanimously approved. The resolution set forth and unanimously adopted.

ADDITIONAL ARTICLE

9.2. Corporation Attorney. Members agree to discuss which attorney they will invite to be on their Board of Directors and to retain that person they will retain _____ as legal counsel for Corporation

All parties hereto have, or have been advised, to seek independent legal advice from an attorney of his or her own selection in the negotiation of this agreement. Each party fully understands the consequences of this agreement and has been fully informed of his or her right to seek independent, legal advice concerning his or her legal rights or obligations hereunder. Each party fully understands that by entering into this agreement, each is providing for the certain disposition of, relinquishment of, or modification of legal rights to which he or she may be entitled. Each party fully understands that _____, will represent only the Corporation herein and cannot and has not advised or communicated with individual Members regarding their legal rights or obligations arising out of this Agreement. Each is signing this agreement freely and voluntarily and each is intending to be bound by it.

9.3. Successors and Assigns. The terms, covenants, provisions and restrictions contained in this Agreement shall bind and inure to the benefit of the respective parties and their successors in interest, personal representatives and assigns.

9.4. Merger. All prior written or oral statements, representations and agreements between the parties with regards to the subject matter heretofore merged into this Agreement and shall not survive this Agreement.

9.5. Counterparts. This Incorporation Agreement may be executed in counterparts, all of which shall constitute the same agreement.

9.6. Notices. Any notices of change, approval, or consent that may be given or that is required to be given under

the terms of this Incorporation Agreement shall be in writing, and shall be sent, return reading requested, as set forth below. Notice given by or to the attorney for either party shall be as effective as if given by or to that party.

If to Incorporation: The Institute of Life Long Learning of Vilasananda Village, Inc.
 P.O. Box 21212
 Bradenton, Florida 34204

If to Officers:	Judith A. Hood	Peggy A. Martin
	9720 Discovery Terrace	6623 Pinefeather Ct.
	Bradenton, Florida 34212	Bradenton, Florida 34203

ARTICLE 10. INITIAL REGULATIONS

10.1 The initial Regulations will be adopted by the Board of Directors.

10.2 The powers to alter, amend, or repeal the Regulations or adopt new Regulations is vested in the Board of Directors., subject to repeal or change by action of the Members.

ARTICLE 11. CORPORATE ACTIONS

11.1 Any action required by The Institute of Life Long Learning of Vilasananda Village, Inc. and any amendments thereto, shall be taken at any annual or special meeting of Members of Incorporation.

11.2 Or any action which may be taken at any annual or special meeting of Members of the corporation, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interest having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interest entitled to vote on the action were present and voted.

11.3 Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by The Institute of Life Long Learning of Vilasananda Village, Inc. Incorporation and any amendments thereto, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of such Act.

11.4 Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

ARTICLE 12. CONTINUITY OF BUSINESS

12.1 All of the remaining members of the company may agree to continue the business upon the death, retirement, resignation, expulsion, and bankruptcy or other withdrawal of a member.

ARTICLE 13. AMENDMENTS

- 13.1 These amendments to the articles of Incorporation may and shall be amended and adapted upon the next meeting for the Board of Directors pursuant to The Institute of Life Long Learning of Vilasananda Village, Inc.

ADDITIONAL ARTICLE

ARTICLE 14. NON-DISCRIMINATION POLICY

- 14.1 The Institute of Life Long Learning of Vilasananda Village, Inc. community admits residents of any race, color, national, religious or ethnic origin to all the rights, privileges, programs and activities generally accorded or made available to all residents within the community. It does not discriminate on the basis of race, color, religion, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, athletic, spiritual and other community-administered programs.
- 14.2 The Institute of Life Long Learning of Vilasananda Village, Inc. brochures, application forms, advertisements, and catalogues dealing with admissions, programs, courses and scholarships will contain a statement of our racially non-discriminatory policy.
- 14.3 Our nondiscriminatory policy will be included in advertising in a newspaper of general circulation that serves all racial segments of the community at the time that The Institute of Life Long Learning of Vilasananda Village, Inc. community is established,
- 14.4 The Institute of Life Long Learning of Vilasananda Village, Inc. and its Incorporations will not discriminate in any way on the basis of race with respect to admissions; use of facilities, exercise of resident's privileges; faculty or administrative staff; housing, or scholarship or any programs.
- 14.5 The Institute of Life Long Learning of Vilasananda Village, Inc. will maintain certain records according to the non-discrimination provisions contained in Section 7 of Revenue Procedure 75-50.

ARTICLE 15. CONFLICT OF INTEREST POLICY

- 15.1 No private ennuement
The Institute of Life Long Learning of Vilasananda Village, Inc. is designated as a non-profit-distributing entity. The Institute of Life Long Learning of Vilasananda Village, Inc.. does not exist to make money. There will be no distribution of any private ennuement (surplus profits) to any executives, employees, shareholders, or board members. If there is any surplus, it will be put into a reserve operating fund to pay for operating expenses and possible salaries.

ADDITIONAL ARTICLE

- 15.2 No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or

the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE 16. ADOPT A CONFLICT OF INTEREST POLICY

16.1 Adopt a conflict-of-interest policy.

Conflict of interest policy will outline acceptable and unacceptable relationships among the organizations, its board members and its staff. Each year, senior staff and board members will be asked to sign a brief statement affirming that there are no conflicts of interest involved in carrying out their professional responsibilities. If a staff or board member does see a potential conflict of interest, they will bring it out in the open so it does not become a problem. Signing this document will serve as a reminder of the importance of avoiding actual and potential conflicts as they carry out their responsibilities for The Institute of Life Long Learning of Vilasananda Village, Inc.

- a) Board members will serve the organization as a whole, rather than as a special interest group
- b) Maintain independence and objectivity and do what a sense of fairness, ethics and personal integrity dictates.
- c) Never accept (or offer) favors or gifts from (or to) anyone who does business with Vilasananda School of Creative Learning, Inc.
- d) Avoid business deals with close friends, relatives, and other board members.
- e) Avoid even the appearance of a conflict of interest that might embarrass the board or organization, and disclose any possible conflicts to the Board and president in timely fashion.
- f) Adopt a procedure to assure that persons who have a conflict of interest will not have influence over the Board for setting their own compensation.
- g) Adopt a procedure to assure that persons who have a conflict of interest will not have influence over the Board regarding business deals with themselves.
- h) The founders will sign the conflict-of-interest policy and the code of ethics policy

ADDITIONAL ARTICLE

ARTICLE 17 ETHICS AND ACCOUNTABILITY PROGRAM

17.1 Develop and adopt Ethics and Accountability Program

The Board will create an ethics program, endorsed by the, staff and board which requires annual maintenance to ensure that it remains relevant to everyone in the organization and that it reflects the spiritual culture of The Institute of Life Long Learning of Vilasananda Village, Inc. It will utilize the following steps.

17.2 The code of ethics will be simple, reasonably brief, and expressive of the mission and vision of The Institute of Life Long Learning of Vilasananda Village, Inc. values. A committee of key board and staff members will work together creating the code of ethics which may include the following:

- a) Schedule annual reviews of the code.
- b) Comply with IRS Form 990 requirements. File tax return and have it available for public inspection.
- c) Publish an annual report.
- d) Schedule annual reviews of all policies.
- e) Monitor chief executive and other compensation, The Board will develop solid personnel policies and procedures, grievance protocols and clear understanding about the chief executives responsibilities to ensure legal and ethical integrity and maintain accountability. The Board will develop a defined, written process to determine a salary and also be prepared to defend it, should a paid position become needed. The process will insure that public perception can not jeopardize the future.

- f) Maintain clear records, including minutes and reports, accurate financial statements, and other documentation of the organization's practices.
- g) Understand the value of diversity. Board members will reflect the diversity of the communities.

17.3 Code of Ethics explained

Before our board members and staff create our code of ethics, they will investigate information which will explain the rationale behind having a code of ethics and how the specific language of the code relates to real-life problems the village might experience. Occasional board meetings may focus on specific values highlighted in our code of ethics, core values, and culture explaining what this value means to the village, and what board members should do to uphold the values of the organization.

ADDITIONAL ARTICLE ARTICLE 18. STATEMENT OF NON - POLITICAL ACTIVITY

18.1 The Institute of Life Long Learning of Vilasananda Village, Inc. as a Section 501(c)(3) incorporation will not support or oppose the election of any candidate for public office at the federal, state, or local level. Prohibited activities will include endorsements, cash or in-kind contributions (including publicity, staff time, and use of facilities or assets such as photocopiers) to candidates or political parties, working for or against a candidate, rating or evaluating candidates, and coordinating activities with organizations having political aims (such as campaign committees, PACs, and Section 501(c)(4) organizations).

18.2 The Institute of Life Long Learning of Vilasananda Village, Inc. as a Section 501(c)(3) Incorporations will not set up, fund, or manage any Political Action Committee (PAC).

18.3 The Corporate By Laws, Articles for Incorporation of The Institute of Life Long Learning of Vilasananda Village, Inc. do not support any political party, agenda or viewpoint and do not endorse or support any persons running for any office. We are a spiritual based group and do not support any political action of any kind.

ADDITIONAL ARTICLE ARTICLE 19 - ORDER OF BUSINESS

- A. Roll Call.
- B. Presentation of the Minutes of the preceding meeting.
- C. Reports of Committees.
- D. Reports of Officers.
- E. Old and Unfinished Business.
- F. New Business.
- G. Adjournments.

ARTICLE 20 ADDITIONAL ARTICLE

Article 20: Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

These approved resolutions amending The Institute of Life Long Learning of Vilasananda Village; Inc. is to be submitted to State of Florida, Registration Section, Division of Corporations, P.O. Box 6327, Tallahassee, FL 32314. They will then be submitted to the internal Revenue Service for approval prior to actual adoption

Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and to the best of my knowledge and belief, the information contains all the relevant facts, relating to the request for the information, and such facts are true, correct, and complete.

Judith A. Hood Date
Signature of registered Agent - JUDITH A. HOOD

Signed on Sept. 11, 2007 Judith A. Hood
JUDITH A. HOOD
Board Member - President

Signed on Sept 11-2007 Peggy Martin
PEGGY MARTIN
Board Member- Vice President

State of FL
County of Manatee

This instrument was acknowledged before me on Sep. 11 2007 by
Judith and Peggy
Hood Martin

Signature of officer

Jennifer L. Teske
Notary's typed or printed name

My commission expires: Aug 15, 2010

Notary's Seal or Stamp



Enclosed is a self addressed envelope for return of documents.