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REPLY TO
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May 19, 2016

VIA FEDERAL EXPRESS DELIVERY

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**RE: River Club at Carlton Community Association, Inc.;
Amended and Restated Articles of Incorporation**

To Whom it May Concern:

Enclosed please find an original Certificate of Filing Amended and Restated Articles of Incorporation for the River Club at Carlton Community Association, Inc. along with a copy of same to have stamped and returned to us after filing. For your convenience, we are providing a postage paid, self-addressed envelope to return the stamped copy to our office. Also enclosed is a check in the amount of \$35.00 made payable to the Secretary of State to cover the cost of filing same.

Please feel free to contact our office if you have any questions or concerns.
Thank you.

Warmest Personal Regards,

KAYE BENDER REMBAUM, PLLC


Jeffrey A. Rembaum, Esq.
For the Firm

JAR/tr
Enclosures

This instrument was prepared by:
JEFFREY REMBAUM, ESQUIRE
Kaye Bender Rembaum, PLLC
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

FILED
2016 MAY 20 PM 1:32
RECORDS & CLERK
TALLAHASSEE, FLORIDA

**CERTIFICATE OF FILING THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR
RIVER CLUB AT CARLTON COMMUNITY ASSOCIATION, INC.**

THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR RIVER CLUB AT CARLTON COMMUNITY ASSOCIATION, INC. (the "Amended and Restated Articles") are made as of this 18th day of MAY 2016, by IC RIVER CLUB, LLC, a Delaware limited liability company (the "Developer"), and is approved, ratified and agreed to by the RIVER CLUB AT CARLTON COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit (the "Corporation").

WHEREAS, River Club at Vero Beach, LLC, was the initial developer (the "Initial Developer") of that planned community generally known as The River Club at Carlton Community Association, Inc., located in Indian River County, Florida, and pursuant to Florida Statutes Chapter 720, the Initial Developer established the RIVER CLUB AT CARLTON COMMUNITY as a result of the execution and recording of that Declaration of Protective Covenants and Restrictions for River Club at Carlton Community, recorded November 8, 2001 in the Public Records of Indian River County, Florida, Official Records Book 1442, Page 2761, as may be amended and supplemented from time to time (the "Master Declaration"); and

WHEREAS, the Developer acquired certain rights as the assignee of the Initial Developer as such rights are described in that certain Assignment and Assumption of Developer Rights, recorded on June 10, 2010 in the Public Records of Indian River County, Florida, Official Records Book 2461, Page 1858; and

WHEREAS, pursuant to Article XII, Section A. of the Articles of Incorporation, prior to the conveyance by Developer of a Dwelling Unit to an Owner, these Articles may be amended only by a written instrument signed by Developer and filed in the Office of the Secretary of State of the State of Florida; and

WHEREAS, the conveyance by Developer has not occurred as of the date of these Amended and Restated Articles; and

WHEREAS, the Corporation has executed a joinder to these Amended and Restated Articles to evidence its consent and approval of the terms of the Amended and Restated Articles.

NOW, THEREFORE, pursuant to Article XII, Section A. of the Articles of Incorporation, the Developer along with the joinder of the Corporation hereby file the attached Amended and Restated Articles.

SEE ATTACHED
AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR RIVER CLUB AT CARLTON COMMUNITY ASSOCIATION, INC.

IN WITNESS WHEREOF, Developer has executed these Amended and Restated Articles of Incorporation as of the day and year first written above.

WITNESSES

[Signature]
Signature
Jonathan B. Kearns
Print Name

[Signature]
Signature
Maria Frantz
Print Name

DEVELOPER

IC RIVER CLUB, LLC,
A Delaware limited liability company

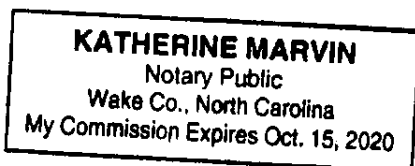
By: IRONSHORE CAPITAL, LLC,
A Delaware limited liability company, its
Manager

By: IRONSHORE CAPITAL PARTNERS,
LLC, A Delaware limited liability company,
its Manager

By: [Signature]
Thomas W. Jeffrey, its Managing
Director

STATE OF North Carolina
COUNTY OF Wake ss:

The foregoing instrument was acknowledged before me this 13 day of May, 2016, by Thomas W. Jeffrey, as Managing Director of Ironshore Capital Partners, LLC, a Delaware limited liability company. He is personally known to me, or has produced Drivers License as identification and did take an oath.



[Signature] (Signature)
Katherine Marvin (Print Name)

Notary Public, State of NC at Large

JOINDER OF THE RIVER CLUB AT CARLTON COMMUNITY ASSOCIATION, INC.
TO THE AMENDED AND RESTATED
ARTICLES OF INCORPORATION FOR
RIVER CLUB AT CARLTON COMMUNITY ASSOCIATION, INC.

The River Club at Carlton Community Association, Inc., a Florida not-for-profit corporation, hereby consents to and joins these Amended and Restated Articles of Incorporation of River Club at Carlton Community Association, Inc.

WITNESSES

ASSOCIATION

THE RIVER CLUB AT CARLTON
COMMUNITY ASSOCIATION, INC.,
A Florida not-for-profit corporation

[Signature]
Signature
Jonathan B. Kearns
Print Name

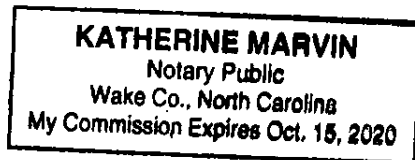
By: [Signature]
Thermon W. Leake, its President

[Signature]
Signature
Maria Frantz
Print Name

STATE OF North Carolina
COUNTY OF Wake ss:

The foregoing instrument was acknowledged before me this 13 day of May, 2016, by Jeffrey Thomas, as President of The River Club at Carlton Community Association, Inc., a Florida not-for-profit corporation. He is personally known to me, or has produced Drivers License as identification and did take an oath.

Katherine Marvin (Signature)
Katherine Marvin (Print Name)



Notary Public, State of NC at Large

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RIVER CLUB AT CARLTON COMMUNITY ASSOCIATION, INC.**

(A Florida Corporation Not For Profit)

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617, Florida Statutes, as amended from time to time, the undersigned hereby incorporates the corporation not-for-profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Amended and Restated Articles of Incorporation (these "Articles"), certifies as follows:

ARTICLE I – DEFINITIONS

The terms contained in these Articles with initial capital letters have the meaning defined in the Amended and Restated Declaration of Protective Covenants and Restrictions for River Club at Carlton Community, as amended from time to time, to be recorded amongst the Public Records along with these Articles, unless otherwise defined herein.

ARTICLE II – NAME AND ADDRESS

The name of this Corporation shall be River Club at Carlton Community Association, Inc., a Florida not-for-profit corporation, whose principal address is 7777 North A-1-A, Vero Beach, Florida 32963, and whose mailing address is 3055 Cardinal Drive, Suite 200, Vero Beach, Florida 32963.

ARTICLE III – PURPOSES

The purpose for which the Corporation is organized is to take title to, operate and maintain the Corporation Property in accordance with the terms, provisions and conditions contained in the Master Declaration and to carry out the covenants and to enforce the provisions relative to the Corporation as set forth in the Community Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Corporation.

ARTICLE IV – POWERS

Without limitation, the powers of the Corporation shall include and be governed by the following provisions:

A. The Corporation shall have all of the common law and statutory powers of a corporation, not-for-profit, which are not in conflict with the terms of the Community Documents, including those powers under and pursuant to Chapter 617, Florida Statutes, as amended from time to time and Chapter 720, Florida Statutes, as amended from time to time. In the event of any conflict between the provisions of Chapter 617, Florida Statutes, as amended from time to time, and Chapter 720, Florida Statutes, as amended from time to time, the provisions of Chapter 720, Florida Statutes, as amended from time to time, shall apply.

B. The Corporation shall have all of the powers to be granted to the Corporation in the Master Declaration. In the event of any conflict between these Articles and the Bylaws,

these Articles shall control; and in the event of any conflict between these Articles and the Master Declaration, the Master Declaration shall control.

C. The Corporation shall have all of the powers reasonably necessary to implement the Corporation's purposes, including, but not limited to, the following:

1. To do any acts required or contemplated by the Corporation under the Master Declaration or any other of the Community Documents;

2. To make, establish and enforce reasonable rules and regulations governing the Community or any portions thereof including, without limitation, the Corporation Property;

3. To make, levy and collect assessments for the purpose of obtaining funds for the payment of Operating Expenses in the manner provided in the Master Declaration, and to use and expend the proceeds of such assessments in the exercise of the Corporation's powers and duties hereunder;

4. To administer, manage and operate the Community in accordance with the Community Documents and to maintain, repair, replace and operate the Corporation Property in accordance with the Community Documents;

5. To enforce by legal means the obligations of the membership of the Corporation and the provisions of the Community Documents;

6. To employ personnel, retain independent contractors and professional personnel;

7. To enter into service and management contracts to provide for the maintenance, operation, management and administration of the Corporation Property;

8. To enter into any other agreements consistent with the purposes of the Corporation, including, but not limited to, agreements for: (i) the installation, maintenance and operation of a master television antenna and cable television system, if any; (ii) the installation, maintenance and operation of the security and communications systems, if any; (iii) pest control services; and (iv) street lighting;

9. To execute the Master Declaration and any amendments, supplements and modifications thereto and instruments referred to therein as well as any Community Declaration and Condominium Declaration that may be created;

10. To deal with other corporations and the Associations or representatives thereof on matters of mutual interest; and

11. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Corporation mandate to keep and maintain the Community in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at the Community.

ARTICLE V – MEMBERS

A. The membership of the Corporation shall be comprised as follows:

1. Until such time as the first deed of conveyance of a Dwelling Unit from Developer to an Owner is recorded amongst the Public Records, the membership of the Corporation shall be comprised solely of Developer.

2. After conveyance of the first Dwelling Unit, the membership of the Corporation shall be comprised of Members.

B. The manner of admission to the membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

1. Once any Dwelling Unit has been conveyed to an Owner other than Developer, the Owners, which include Developer, shall be entitled to exercise all of the rights and privileges of Members. Membership in the Corporation, other than by Developer, shall be established by the acquisition of ownership of fee title to a Dwelling Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Owner shall terminate as to that Dwelling Unit. Where title to a Dwelling Unit is acquired from a party other than Developer, the person(s) thereby acquiring such Dwelling Unit shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Community Declaration or Condominium Declaration. New Members shall deliver to the Corporation a certified copy of the deed of conveyance, letter of approval or other instrument of acquisition of title to the Dwelling Unit.

2. No Member may assign, hypothecate or transfer in any manner his/her membership or his/her share in the funds and assets of the Corporation except as an appurtenance to his/her Dwelling Unit.

3. With respect to voting, the following provisions shall apply:

i. Each Member, other than Developer, shall be entitled to only one (1) vote per Dwelling Unit owned, which vote shall be exercised and cast in accordance with the Master Declaration. In the event there is more than one (1) Owner with respect to a Dwelling Unit as a result of the fee interest in such Dwelling Unit being held by more than one (1) person or entity, such Owners, collectively, shall be entitled to only one (1) vote. If the Dwelling Unit is owned by more than one (1) person or by an entity, the individual or the officer, director, partner, trustee, or other principal of the entity entitled to vote for such Dwelling Unit shall be identified on a Designated Voting Certificate ("Certificate"), which must be delivered to the Corporation prior to casting a vote for the Dwelling Unit. In absence of such Certificate on file with the Corporation, the vote of the Dwelling Unit shall be void if more than one (1) person casts a vote for such Dwelling Unit.

ii. Developer shall be entitled to votes as follow:

a. Before the "Transfer Date" (as such term is hereinafter defined), Developer shall have the number of votes equal to the number of Dwelling Units Developer owns, plus the number of proposed Dwelling Units on Uncommitted Property Developer owns or is under contract to purchase, plus the number of votes necessary to maintain seventy-five percent (75%) of all votes of Members.

b. After the Transfer Date, Developer shall have the number of votes equal to the number of Dwelling Units Developer owns, plus the number of proposed Dwelling Units on Uncommitted Property Developer owns or is under contract to purchase.

iii. In matters that require a vote, matters shall be voted on by the Members and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum, unless otherwise required by law or the Community Documents. A quorum of the Members shall consist of thirty percent (30%) of the number of Members entitled to cast a vote.

iv. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

C. Developer shall be a Member of the Corporation so long as Developer owns a Dwelling Unit or portion of the Community.

D. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of the Community Documents. All decisions of the Corporation shall be made by the Board as hereinafter provided.

ARTICLE VI – TERM

The term for which the Corporation is to exist shall be perpetual. In the event of dissolution of the Corporation (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Corporation shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Corporation and its properties in the place and stead of the dissolved Corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Corporation and its properties.

ARTICLE VII – OFFICERS

A. The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the Secretary and the Treasurer, and, if any, by one (1) or more Vice President(s), one (1) or more Assistant Secretary(ies) and one (1) or more Assistant Treasurer(s), subject to the directions of the Board.

B. The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the members of the Board ("Directors"), but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or President and Assistant Secretary be held by the same person.

C. The names and addresses of the current officers who are to serve until their successors are duly elected by the Board are as follows:

PRESIDENT

Thomas W. Jeffrey

434 Fayetteville Street

| | | |
|-----------|--------------------|--|
| | | Suite 1730 Raleigh, NC 27601 |
| SECRETARY | Jonathan B. Kearns | 434 Fayetteville Street Suite 1730 Raleigh, NC 27601 |
| TREASURER | Jonathan B. Kearns | 434 Fayetteville Street Suite 1730 Raleigh, NC 27601 |

ARTICLE VIII – INCORPORATOR

The incorporator was R. Mason Simpson, whose street address is 7777 North A-1-A, Vero Beach, Florida 32963.

ARTICLE IX – BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board ("First Board") who shall serve until the Transfer Date. The number of members of the Board subsequent to the First Board shall be as provided in Paragraph C of this Article IX. Except for Developer-appointed Directors, Directors must be selected from amongst the Members or the spouses, parents or children of such Members.

B. The Developer reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall be the Board of the Corporation until the Transfer Date. Upon the Transfer Date, Developer shall cause all but one (1) of the members of the First Board to resign, whereupon the Members shall select two (2) Directors. So long as Developer continues to hold for sale in the ordinary course of business at least five percent (5%) of the proposed Dwelling Units of the Total Property within the Community, Developer shall be entitled (but not required) to appoint at least one (1) Director. The Board so selected pursuant to this Paragraph C (including the one (1) Director selected by Developer, if any) shall serve until the next annual meeting of the Board as set forth in the Bylaws of the Corporation whereupon a new Board shall be selected in the manner provided herein and as set forth in the Bylaws of the Corporation. Vacancies on the Board shall be filled in accordance with the Bylaws.

D. The "Transfer Date" shall be the sooner to occur of the following:

1. Three (3) months after the conveyance by Developer of ninety percent (90%) of the Dwelling Units planned to be contained in the Community; or
2. When Developer elects to turn over control of the Board to the Members.

E. The Board shall control the operation of the Corporation and shall possess all of the powers of the Corporation. All decisions of the Board, except the amendment of these Articles, shall be by a majority vote of the Directors present at a meeting of the Board at which a quorum is present and each Director shall be entitled to one (1) vote.

ARTICLE X – INDEMNIFICATION

Every Director and every officer of the Corporation (and the Directors and/or officers as a group) (hereinafter individually as "Indemnitee" and collectively "Indemnites") shall be indemnified by the Corporation against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon by Indemnites in connection with any proceeding, litigation or settlement in which Indemnites may be a party, or in which Indemnites may be involved, by reason of Indemnites being or having been a Director and/or officer of the Corporation, whether or not Indemnitee is a Director and/or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Indemnitee is adjudged to have engaged in willful misfeasance or malfeasance in the performance of Indemnitee's duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Indemnitee maybe entitled by common or statutory law.

ARTICLE XI – BYLAWS

The Bylaws of the Corporation may be altered, amended or rescinded as set forth therein. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII – AMENDMENTS

These Articles may be amended in the following manners:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Board at which such proposed amendment is considered and the Board must approve such proposed amendment by a vote of a majority of all Directors or by all of the Directors signing an instrument amending these Articles and filing such instrument in the office of the Secretary of State of the State of Florida.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Master Declaration or any amendments or supplements thereto. For so long as Developer owns or is under contract to purchase a Dwelling Unit or a portion of the Total Property, the Articles shall not be amended without the consent of Developer.

C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded in the Public Records. Within thirty (30) days after recording an amendment to these Articles, the Corporation shall provide copies of the amendment to the Members. Notwithstanding the foregoing, if a copy of the proposed amendment is provided to the Members before they vote on the amendment, and the proposed amendment is not changed before the vote, the Corporation, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Book and Page number of the recorded amendment and that a copy of the amendment is available at no charge to the Member upon written request to the Corporation. The copies and notice described in this paragraph may be provided electronically to those Members who previously consented to receive electronic notice.

D. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select members of the Board as provided in Article IX hereof, without the prior written consent thereto by Developer; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

ARTICLE XIII – REGISTERED AGENT AND REGISTERED OFFICE

The name and address of the registered agent of the Corporation who shall serve until his/her successor is properly appointed by the Board shall be Kaye Bender Rembaum, PL, 1200 Park Central Boulevard, South, Pompano Beach, Florida 33064. The Association shall have the right to designate subsequent registered agents without amending these Amended and Restated Articles.

ARTICLE XIV – ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

A. The Corporation shall operate, maintain and manage the Community's surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District ("SJRWMD") Permit No. #4-061-62953-1 requirements and applicable rules of the SJRWMD, and shall assist in the enforcement of the SJRWMD Declaration of Covenants and Restrictions which relate to the Community's surface water or stormwater management system.

B. The Corporation shall levy and collect adequate assessments against Members of the Corporation for the costs of maintenance and operation of the Community's surface water or stormwater management system.

C. In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the Community's surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, in effect as of the date of these Articles, and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation of River Club at Carlton Community Association, Inc. were executed on the 1st day of May, 2016.

Signed, Sealed and Delivered
in the presence of:

Sydney A. Bennett
Print Name: Sydney A. Bennett

Eisaku Sato
Print Name: Eisaku Sato

RIVER CLUB AT CARLTON COMMUNITY
ASSOCIATION INC.

a Florida corporation, not-for-profit

By: Thomas W. Jeffrey
Thomas W. Jeffrey, its President

Attest: Jonathan B. Kearns
Jonathan B. Kearns, its Secretary

STATE OF NC)
COUNTY OF Wake) ss:

The foregoing Amended and Restated Articles of Incorporation of River Club at Carlton Community Association, Inc. were acknowledged before me this day of May 1st, 2016, by Thomas W. Jeffrey as President of River Club at Carlton Community Association Inc., who is personally known to me or who produced _____ as identification and who did not take an oath.

My commission expires:

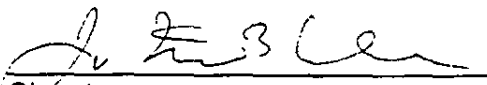
Kathy Carrick
Notary Public Kathy Carrick
State of NC


Kathy Carrick
Notary Public
Wake County, NC
My Commission Expires 12-20-2017

**JOINDER OF DEVELOPER
TO THE AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR RIVER CLUB AT CARLTON COMMUNITY ASSOCIATION, INC.**

IC River Club, LLC, a Delaware limited liability company, hereby consents to and joins this Amended and Restated Articles of Incorporation for River Club at Carlton Community Association, Inc. originally recorded **November 8, 2001** in **Official Records Book 1442, Page 2843**, as amended, in the Public Records of Indian River County, Florida.

WITNESSES


Signature
Jonathan B. Kearns
Print Name


Signature
Sydney A. Bennett
Print Name

STATE OF NC)
) ss:
COUNTY OF Wake)

The foregoing instrument was acknowledged before me this 18th day of May, 2016, by Thomas W. Jeffrey as Managing Director of Ironshore Capital Partners, LLC, a Delaware limited liability company. He is personally known to me, or has produced _____ as identification and did take an oath.

Kathy Carrick
Notary Public
Wake County, NC

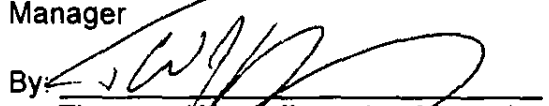
My Commission Expires 12-20-17


DEVELOPER

IC RIVER CLUB, LLC,
A Delaware limited liability company

By: **IRONSHORE CAPITAL, LLC,**
A Delaware limited liability company, its
Manager

By: **IRONSHORE CAPITAL
PARTNERS, LLC,**
A Delaware limited liability company, its
Manager

By: 
Thomas W. Jeffrey, its Managing
Director

 (Signature)
Kathy Carrick (Print Name)

Notary Public, State of NC at Large