



Stonecreek Property Owners' Association, Inc.
c/o Icon Management

APPLICATION FOR SALE

- COMPLETED APPLICATION
- APPLICATION PROCESSING FEE: \$100.00 – CHECK OR MONEY ORDER
MADE PAYABLE TO **ICON MANAGEMENT** & MAILED TO:
STONECREEK PROPERTY OWNERS' ASSOCIATION
4250 AZALEA DRIVE
NAPLES, FL 34119
- COPY OF SALES CONTRACT REQUIRED
- SIGNED RECEIPT THAT ASSOCIATION DOCUMENTS WERE RECEIVED
- RESIDENT AMENITY RELEASE & WAIVER
- CERTIFICATE OF APPROVAL (Completed by the Association)
- **ESTOPPEL REQUEST: Icon - Estoppels**
estoppels@theiconteam.com



Stonecreek Property Owners' Association, Inc.
c/o Icon Management
INFORMATION FORM

Date of Application: _____ Closing Date: _____

Property Address: _____ Lot #: _____

1. Applicants Name: _____

Cell Phone: _____ Email Address: _____

2. Applicants Name: _____

Cell Phone: _____ Email Address: _____

List of Additional Occupants:

Name: _____ Relationship: _____ DOB: ____/____/____

Name: _____ Relationship: _____ DOB: ____/____/____

Name: _____ Relationship: _____ DOB: ____/____/____

Pets:

Breed: _____ Weight: _____

Breed: _____ Weight: _____

Vehicle Identification: Number of Vehicles: _____

(2) Complimentary Barcodes for Vehicle Access

1.) Make: _____ Model: _____ Year: _____ Lic. No.: _____

2.) Make: _____ Model: _____ Year: _____ Lic. No.: _____

Attach a copy of Sales Contract

Purchaser's Signature

Date



Stonecreek Property Owners' Association, Inc.
c/o Icon Management
RECEIPT OF ASSOCIATION DOCUMENTS

The undersigned acknowledges they have received and will read StoneCreek Property Owners Association, Inc. Governing Documents and Rules & Regulations.

Property Address & Lot Number

From Seller: (Print Name) _____

To Buyer: (Print Name) _____

Buyer Signature: _____ Date: _____



Stonecreek Property Owners' Association, Inc.
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STONECREEK RECREATIONAL AMENITIES RELEASE & WAIVER

I hereby execute this Release and Waiver ("Release") in connection with my (and my family members', tenants', guests', and invitees'): (a) use of the amenities owned, operated and/or maintained by Stonecreek Property Owners Association, Inc. (the "Association"), including, without limitation, the clubhouse, recreation tract(s), park tract(s), fitness center, indoor sports court, tennis court(s), basketball court(s), tot lot, pool(s), spa, children's aqua lot and/or any other open play area(s), any portion of any of the foregoing amenities, and the equipment and facilities located thereon and therein (each referred to herein individually as an "Amenity" and collectively as the "Amenities"), and/or (b) participation in any and all activities sponsored, promoted or set up by the Association and whether or not such activities take place on the Association Property or elsewhere (the "Activity" or "Activities"), and hereby acknowledge, understand and agree as follows:

1. All individuals will be responsible for their own safety while using any of the Amenities and/or participating in the Activities and should therefore fully familiarize themselves with the safe use of the applicable Amenity and/or Activity. It is my responsibility to ensure that my family members, tenants, guests, and invitees understand that they are each responsible for: (a) their own safety while using any of the Amenities and/or participating in the Activities, and (b) fully familiarizing themselves with the safe use of the applicable Amenity and/or Activity.

2. Physical exercise can be strenuous and subject to risk of serious injury and/or death, and that all individuals should seek the advice of a physician before beginning use of the Amenities and/or participating in any Activities. I will only use the Amenities and participate in the Activities when physically able to do so and understand that it is my responsibility to ensure that my family members, tenants, guests, and invitees fully understand these risks and ensure that they only use the Amenities and participate in the Activities when they are physically able to do so.

3. I understand and agree that use of the Amenities and/or participation in Activities bears both known risks and unanticipated risks that could result in serious injury, permanent disability, death, illness, disease, emotional distress, damage and/or loss to property as well as to third parties and/or their property. I know, understand and appreciate: (a) the risks (known and unanticipated) of participating in fitness activities, sports, classes, programs and instruction at any of the Amenities, and (b) that these known and unanticipated risks may result from my own actions, the actions of others, or a combination of both. Understanding that these known and unanticipated exist, all individuals assume all risk (known and unanticipated) of serious injury, permanent disability, death, illness, disease, emotional distress, damage and/or loss to the individual and/or the individual's property and to third parties and/or their property that might result from use of the Amenities and/or participation in Activities. It is also my responsibility to ensure that my family members, tenants, guests, and invitees understand and assume all of the known and unanticipated risks that might result from their use of the Amenities and/or participation in Activities and any such use shall be deemed their agreement to assume all of the known and unanticipated risks.

4. I, for myself, my family members, tenants, guests, invitees, my heirs, my legal guardians, my personal and legal representatives, my estate, my successors and my assigns, hereby voluntarily release, waive, relinquish, surrender and forever discharge the Association and Parkland Associates I, LLLP, and each of their respective parent(s) entities, subsidiaries, affiliates, partners, shareholders, members, managers, officers, directors, agents, employees, contractors, representatives, successors and assigns (collectively, the "Released Parties") from any and all losses, liabilities, judgments, claims, actions, causes of action, damages, costs and/or expenses which I/we may have for personal injury, property damage, death, or otherwise (collectively, the "Losses") arising out of or in any way connected with my/our use of the Amenities, participation in the Activities, and/or use or participation in any other service, product, activity, league, class, program or instruction offered or sold by any of the Released Parties at or in connection with the Amenities and/or Activities. I, for myself, my family members, tenants, guests, invitees my heirs, my legal guardians, my personal and legal representatives, my estate, my successors and my assigns, agree that this release and waiver includes any claims based on any action or inaction (negligent, reckless or otherwise), of the Released Parties and/or any other person.

5. In addition to the foregoing, I hereby consent to allow photographs and/or video to be taken of myself during my use of the Amenities and/or participation in the Activities and hereby permit such photographs and/or video to be used by the Association and/or Developer in advertising and marketing materials and/or media publications.

6. Should any of the Released Parties incur attorneys' fees, costs or other expenses to enforce this Release, whether or not any proceeding is actually commenced, I agree to indemnify and reimburse them for such fees, costs and expenses at all trial and appellate levels and proceedings whether or not suit be brought.

7. This Release and any disputes arising under or related to it will be governed and interpreted pursuant to the laws of the State of Florida, without regard to its conflicts of law rules, and venue for any such actions shall be solely in Collier County, Florida. I, for myself, my family members, tenants, guests, invitees, my heirs, legal guardians, personal and legal representatives, my estate, my successors and my assigns, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT I/WE MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH OR RELATING TO THIS RELEASE, INCLUDING, BUT NOT LIMITED TO, ANY ACTION, SUIT OR PROCEEDING ARISING IN CONNECTION WITH OR RELATING TO MY/OUR USE OF THE AMENITIES AND/OR MY/OUR PARTICIPATION IN THE ACTIVITIES. THIS MEANS THAT A JUDGE AND NOT A JURY WILL BE THE TRIER OF FACT IN RESOLVING ANY ACTION, SUIT OR PROCEEDING REGARDLESS OF (A) THE NATURE OF THE ACTION, SUIT OR PROCEEDING, (B) WHETHER THE ACTION, SUIT OR PROCEEDING IS BASED IN CONTRACT, TORT, NEGLIGENCE, STATUTE OR OTHERWISE, AND (C) THE NATURE OF THE INJURY ALLEGED (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER ECONOMIC OR NON-ECONOMIC DAMAGE).

8. This Release is intended to be as broad as is permissible under the laws of the State of Florida. If any provision of this Release shall be found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions. No one has represented to me that the Association and/or any of the Released Parties would not seek to enforce each and every provision of this Release.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY AGREE TO ITS TERMS AND FURTHER AGREE THAT I/WE ARE GIVING UP SUBSTANTIAL RIGHTS HEREIN. I HAVE SIGNED THIS RELEASE FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of Participant

Printed Name of Participant

Date

Date of Birth

For participants of minority age, this is to clarify that I, as parent, guardian, or temporary guardian with legal responsibility for this participant, do consent and agree on behalf of the minor participant to all the terms of this Release, including, but not limited to, the voluntary waiver of right to a trial by jury in any action, suit or proceeding, and voluntarily release, waive, relinquish, surrender and forever discharge the Released Parties from any and all Losses arising out of or in any way connected to the participant's use of the Amenities, participation in the Activities and/or use or participation in any other service, product, activity, league, class, program or instruction offered or sold by any of the Released Parties at or in connection with the Amenities and/or the Activities.

Signature of Parent or Adult Guardian

Printed Name of Parent or Adult Guardian

Date

Note: No person will be permitted to use the Amenities, or participate in the Activities or any other service, activity, league, class, program or instruction prior to signature of this Release and Waiver.

4250 Azelea Drive Naples, FL 34119 | 239.551.1820 | stonecreekatnaples.com



Stonecreek Property Owners' Association, Inc.
c/o Icon Management

CERTIFICATE OF APPROVAL FOR SALE

The undersigned representative of StoneCreek Property Owners Association, Inc., hereby certifies that the Board of Directors of the Association approves the conveyance of the unit located at:

Property Address & Lot Number

From: (Seller) _____

To: (Buyer) _____

Further certifies that the Association authorizes the undersigned to execute this Certificate of Approval on behalf of the Association.

By: _____, _____ of
StoneCreek Property Owners Association, Inc.

Date: _____