

Village Guide (Revised 01/2018)

(*Italicized* titles refer to governing documents of the FHHOA and are available for download at www.flyinghorseowners.com.)

(CAPITALIZED words or terms within “quotation marks” refer to proper titles, labels and definitions of the governing documents. All prospective owners are advised to read these documents.)

Flying Horse HOA Structure

All residential property “Owners” within the Flying Horse “Community Area” are “Members” of the Flying Horse Homeowners Association, Inc. (the “FHHOA”). Membership is not voluntary; it is required of all residential property owners. The purpose of the FHHOA is to “*govern the property that has been submitted to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements (the “Declaration”).*” The FHHOA is currently governed by the Board of Directors (the “Board”) appointed by the “Declarant.”

FHHOA Provisions & Duties

- Maintain the “Association and Village Properties” (common areas and Tracts owned by the FHHOA)- typically landscape buffers along Village streets and open space areas
- Maintain the Flying Horse Metro District Properties, as required by the governing documents (common areas and Tracts owned by the District)- landscape parkways along major streets and arterials, parks and other facilities
- Improve, enhance the attractiveness, desirability and safety of the Community Area- covenant and rules and regulations enforcement
- Collect Common and/or “Village Additional Assessments” to manage, execute and enforce these Declaration provisions.

FHHOA Common Assessment

All Owners pay the Association “Common Assessment” that is levied against ALL Flying Horse residential properties, regardless of “Village”. The Common Assessment funds reserves for the long-term maintenance, repair and replacement of the Association Properties throughout the Community Area. FHHOA operating costs related to administration/management, rent, professional services, utilities (irrigation for Association Properties), landscape maintenance, weekly trash collection, and snow removal on the Association Properties, covenant enforcement and the “Architectural Committee” are also funded by the Common Assessment. The Common Assessment is based on the annual Association budget and, when commenced, will be billed in quarterly (in advance) statements to all Owners- *see note below*.

Village Management and Administrative (Included in the “Common” Master HOA Fee)

- ❖ Management services, including assessment collection, funds management, contractor supervision, and owner communication/meetings

- ❖ Property coverage/premiums*, including broad-form property coverage of the units and common area improvements (owners should consult their insurance advisors for covering real property not included in the Association’s policy and for personal property coverage)
- ❖ Commercial general liability coverage/premiums* covering all property in an amount not less than \$1,000,000.00
- ❖ Fidelity coverage/premium covering dishonest acts on the part of officers, directors, trustees, and employees of the Association and others who handle Association funds

In addition to the expense categories above for the Village Properties, the Board may, from time to time, fund “Special Services” as specified in the appropriate Village Declaration.

Village Budget and Additional Assessment

In accordance with the *Declaration and Supplemental Declaration*, The Board shall adopt a yearly Proposed Operating and Replacement Budget and charge a uniform Village Additional Assessment to all applicable Owners to sufficiently fund the Village budget.

Village Maintenance and Repair

□ There is no “Village Properties” within Syrah, Solera, Saratoga, Messina, Verona, Torino, Turin and Milan although the Evergreen Lots will be obligated to pay for the services which are provided pursuant to the terms of Article 11 of the Supplemental Declaration. The Villages within the Flying Horse Master Plan are governed by the Board under the provisions of the Declaration, and the *Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Flying Horse* (the “Supplemental Declaration”). *Note: The streets in these Villages are public streets owned by the City of Colorado Springs who is responsible for their maintenance **and snow removal.***

□ The Sonoma Village consists of 49 Dwelling Units within the larger Flying Horse Master Plan, and is governed by the Board under the provisions of the Declaration, and the Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Flying Horse #12 (the “Supplemental Declaration”). The Board is responsible for maintaining and replacing the “Village Properties” for the sole benefit of Sonoma Owners and adopting an annual Sonoma Village budget to fund these responsibilities. The Village Properties are those Tracts of land within the Village not owned by any Sonoma Village Member or City, and typically include the landscape areas between the “Lots,” water features and other Village Improvements intended for the primary benefit and use of Sonoma Owners. *Note: The streets in the Village are public streets owned by the City of Colorado Springs who is responsible for their maintenance **and snow removal.***

The Sonoma Village budget funds the following FHHOA maintenance responsibilities of the Village Properties:

- Annual inspections of common areas and unit components
- Snow removal upon a 3 inch accumulation in motor courts, interior and exterior sidewalks (to one foot of all doors; excludes patio areas)
- Full landscape maintenance of the common areas and your lot landscape, including irrigation programming, repair and water (excludes Association approved/owner installed planters, vases, etc.)
- Platted Tract (common area) maintenance and repair
- Exterior unit maintenance for periodic cosmetic maintenance, including: paint touch-up, roof and gutter maintenance & repair, patio surfaces and area improvements originally installed by the builder (excludes garage door opener and other mechanical parts, fire place inserts and mechanical parts, planters/landscape approved by the Architectural Committee and installed by the owner, sun shades, barbeque grills and patio furniture). Maintenance of all painted surfaces.

- Concrete private sidewalk/driveway repair and replacement
- Lot lighting maintenance and replacement (original fixtures only)
- Maintenance of all exterior (outward facing) patio walls and landscape retaining walls
- Insurance on all Village additional properties not covered in the Master Policy.
- Reserve funds for long term replacement of unit architectural elements (roofs, stucco, pavers, concrete)
- Garage door painting and/or staining

□ The Siena Village consists of 94 Dwelling Units within the larger Flying Horse Master Plan, and is governed by the Board under the provisions of the Declaration, and the *Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Flying Horse #12, Siena Filing No.2* (the “Supplemental Declaration”). The Board is responsible for maintaining and replacing the “Village Properties” for the sole benefit of Siena Owners and adopting an annual Siena Village budget to fund these responsibilities. The Village Properties are those Tracts of land within the Village not owned by any Siena Village Member or City, and typically include the landscape areas between the “Lots,” and other Village Improvements intended for the primary benefit and use of Siena Owners. Note: *The streets in the Village are private streets owned by the Flying Horse Metropolitan District and maintained by the Association as a Village Property who is responsible for snow removal.*

The Siena Village budget funds the following FHHOA maintenance responsibilities of the Village Properties:

- Annual inspections of common areas and unit components
- Snow removal upon a 3 inch accumulation on roads, interior and exterior sidewalks (to one foot of all doors; excludes patio areas)
- Full landscape maintenance of the common areas and your lot landscape, including irrigation programming, repair and water (excludes Association approved/owner installed planters, vases, etc.)
- Platted Tract (common area) maintenance and repair
- Exterior unit maintenance for periodic cosmetic maintenance, including: paint touch-up, roof and gutter maintenance & repair, patio surfaces and area improvements originally installed by the builder (excludes garage door opener and other mechanical parts, fire place inserts and mechanical parts, planters/landscape approved by the Architectural Committee and installed by the owner, sun shades, barbeque grills and patio furniture). Maintenance of all painted surfaces.
- Concrete private sidewalk/driveway repair and replacement
- Lot lighting maintenance and replacement (original fixtures only)
- Maintenance of all exterior (outward facing) patio walls and landscape retaining walls
- Insurance on all Village additional properties not covered in the Master Policy.
- Reserve funds for long term replacement of unit architectural elements (roofs, stucco, pavers, concrete)
- Garage door painting and/or staining

□ The Molise Village consists of 40 Dwelling Units within the larger Flying Horse Master Plan, and is governed by the Board under the provisions of the Declaration, and the *Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Flying Horse #36, Molise Filing No.1* (the “Supplemental Declaration”). The Board is responsible for maintaining and replacing the “Village Properties” for the sole benefit of Molise Owners and adopting an annual Molise Village budget to fund these responsibilities. The Village Properties are those Tracts of land within the Village not owned by any Molise Village Member or City, and typically include the landscape areas between the “Lots,” and other Village Improvements intended for the primary benefit and use of Molise Owners.

Overnight “on street” parking is permitted. Note: *The street in the Village is public and maintained by the City of Colorado Springs which is responsible for **snow removal**.*

The Molise Village budget funds the following FHHOA maintenance responsibilities of the Village Properties:

- Annual inspections of common areas and unit components
- Snow removal upon a 3 inch accumulation on auto courts, interior and exterior sidewalks (to one foot of all doors; excludes patio areas)
- Full landscape maintenance of the common areas and your lot landscape, including irrigation programming, repair and water (excludes Association approved/owner installed planters, vases, etc.)
- Platted Tract (common area) maintenance and repair
- Exterior unit maintenance for periodic cosmetic maintenance, including: paint touch-up, roof and gutter maintenance & repair, patio surfaces and area improvements originally installed by the builder (excludes all glass and window mechanisms, garage door opener and other mechanical parts, fire place inserts and mechanical parts, planters/landscape approved by the Architectural Committee and installed by the owner, sun shades, barbeque grills and patio furniture). Maintenance of all painted surfaces.
- Concrete walkways, auto courts repair and replacement
- Maintenance of all exterior (outward facing) patio walls and landscape retaining walls
- Insurance on all Village additional properties not covered in the Master Policy.
- Reserve funds for long term replacement of unit architectural elements (roofs, stucco, pavers, concrete)
- Garage door painting and/or staining

□ The Calistoga Village consists of 192 Dwelling Units (lots) within the larger Flying Horse Master Plan, and is governed by the Board under the provisions of the Declaration, and the *Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Flying Horse #6-32 Filing No. 1* (the “Supplemental Declaration”). The Board is responsible for maintaining and replacing the “Village Properties” for the sole benefit of Calistoga Owners and adopting an annual Calistoga Village budget to fund these responsibilities. The Village Properties are those Tracts of land within the Village not owned by any Calistoga Village Member or City, and include the landscape areas in Tracts B, E, K, L and P; fences or walls constructed within the Fencing and Landscape Easement; sidewalk and walking paths located within the Tracts; entry gates and entry systems; mailbox cluster; signage; other Village Improvements intended for the primary benefit and use of Calistoga Owners. Note: *The streets in the Calistoga Village are private streets owned by the HOA who is responsible for their maintenance **and snow removal**.*

The Calistoga Village budget funds the following FHHOA maintenance responsibilities of the Village Properties:

- Village Inspection- periodic inspection of various Village Improvements (completed annually)
- Snow removal upon a 3 inch accumulation once the snow has stopped if the weather conditions will not melt the snow on roads and exterior sidewalks
- Full landscape maintenance of the common areas and Tracts, including entry gates and gate operator equipment
- Insurance for additional Village Properties
- Reserve funds for the long term replacement of gates, pavers, etc.
- Regular maintenance and repair of all water features, if applicable

□ The Encore Village consists of 39 Dwelling Units within the larger Flying Horse Master Plan, and is governed by the Board under the provisions of the Declaration, and the *Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Flying Horse #25* (the “Supplemental Declaration”). The Board is responsible for maintaining and replacing the “Village Properties” for the sole benefit of Encore Owners and adopting an annual Encore Village budget to fund these responsibilities. The Village Properties are those Tracts of land within the Village not owned by any Encore Village Member or City, and typically include the landscape areas between the “Lots,” and other Village Improvements intended for the primary benefit and use of Encore Owners. Note: *The streets in the Village are public streets owned by the City of Colorado Springs who is responsible for their maintenance **and snow removal.***

The Encore Village budget funds the following FHHOA maintenance responsibilities of the Village Properties:

- Annual inspections of common areas and unit components
- Snow removal upon a 3 inch accumulation, to be done after the snow has stopped and the weather will not warm up and melt the snow, in motor courts, interior and exterior sidewalks (to one foot of all doors; excludes patio areas)
- Full landscape maintenance of the common areas and your lot landscape, including irrigation programming, repair and water (excludes Association approved/owner installed planters, vases, etc.)
- Platted Tract (common area) maintenance and repair
- Concrete public sidewalk/driveway repair and replacement on Village Property
- Insurance on all Village additional common properties not covered in the Master Policy.
- Reserve funds for long term replacement of unit architectural elements (concrete)

□ The Toscano Village consists of 34 Dwelling Units within the larger Flying Horse Master Plan, and is governed by the Board under the provisions of the Declaration, and the *Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Flying Horse #1-W* (the “Supplemental Declaration”). The Board is responsible for maintaining and replacing the “Village Properties” for the sole benefit of Toscano Owners and adopting an annual Toscano Village budget to fund these responsibilities. The Village Properties are those Tracts of land within the Village not owned by any Toscano Village Member or City, and include the landscape areas in Tracts A, B, C, D, E, F, and G; fences or walls constructed within the Fencing and Landscape Easement; sidewalk and walking paths located within the Tracts; entry gates and entry systems; Toscano’s share (50%) of Weiskopf Way and the Guard House; mailbox cluster; signage; other Village Improvements intended for the primary benefit and use of Toscano Owners. Note: *The streets in the Toscano Village are private streets owned by the HOA who is responsible for their maintenance **and snow removal.***

The Toscano Village budget funds the following FHHOA maintenance responsibilities of the Village Properties:

- Village Inspection- periodic inspection of various Village Improvements (completed annually)
- Snow removal upon a 3 inch accumulation on roads and exterior sidewalks
- Full landscape maintenance of the common areas and Tracts, including entry gates and gate operator equipment
- A portion of the maintenance, repair and replacement of Weiskopf Way and the Guard House
- Regular maintenance and repair of all water features
- Insurance required for additional properties owned and maintained by Toscano

□ Cortona Village consists of 54 Dwelling Units within the larger Flying Horse Master Plan, and is governed by the Board under the provisions of the Declaration, and the *Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Flying Horse #3, Cortona Filing No.1* (the “Supplemental Declaration”). Cortona is intended to provide a limited maintenance lifestyle to Cortona Owners. The Board is responsible for maintaining and replacing the “Village Properties” for the sole benefit of Cortona Owners and adopting an annual Cortona Village budget to fund these responsibilities. The Village Properties are those Tracts of land within the Village not owned by any Cortona Village Member or City, and typically include the landscape areas between the “Lots,” and other Village Improvements intended for the primary benefit and use of Cortona Owners. Overnight “on street” parking is permitted. Residents should park all vehicles in the garage areas whenever possible and consider basic common courtesy for their neighbors at all times. Note: *The street in the Village is public and maintained by the City of Colorado Springs which is responsible for **snow removal.***

The Cortona Village budget funds the following FHHOA maintenance responsibilities of the Village Properties:

- Annual inspections of common areas and unit components
- Snow removal upon a 3 inch accumulation on driveways, interior and exterior sidewalks (to one foot of all doors; excludes patio areas)
- Full landscape maintenance of the common areas and your lot landscape, including irrigation programming, repair and water (excludes Association approved/owner installed planters, vases, etc.
- Platted Tract (common area) maintenance and repair
- Exterior unit maintenance for periodic cosmetic maintenance, including: roof and gutter maintenance and repair, patio surfaces and area improvements originally installed by the builder (excludes all glass, window and door screens, doorbells, exterior door and window hardware, window and door seals, exterior lights including without limitation, fire place inserts and mechanical parts, planters/landscape approved by the Architectural Committee and installed by the owner as well as sun shades, barbeque grills, furniture, vegetation and other amenities installed by the owner.
- Maintenance of all painted surfaces
- Concrete walkways, sidewalks, driveways repair and replacement
- No fences, walls, animal enclosures or enclosures of any other kind or nature (including without limitation, privacy fences, dog runs or animal pens, other than those installed by Declarant or the Association), will be permitted within Cortona (underground electric dog fences will be permitted, with the Association’s prior written approval)
- Maintenance of all exterior (outward facing) patio walls and landscape retaining walls
- Periodic cosmetic maintenance of exterior surfaces of garage doors (i.e. painting and/or staining) but not the garage door seal or mechanical components when determined necessary for a group of Dwelling Units.
- Owners are responsible for maintaining and repairing front, garage doors and any damage thereto
- Insurance on all Village additional properties not covered in the Master Policy.
- Reserve funds for long term replacement of unit architectural elements (roofs, stucco, concrete)

Working Capital

In accordance with Section 11.18 of the Declaration, the Board requires a non-refundable Working Capital contribution at the time of closing of each Unit. See your Development Assurance Community Fee Sheet for your Village Working Capital contribution. The contribution funds unforeseen expenses

and budget deficits, purchases of additional equipment, property or services, or other expenses/reserves as determined by the Board.

Architectural Approval Process

Owners must obtain prior architectural review and approval for any modification to their Dwelling Unit and/or Lot. Owners should understand the Design Guidelines and plan sufficient time to create, present, negotiate and finalize their plans with the Architectural Committee and its contractors. Review deposits may be required. For more information go to www.flyinghorseowners.com.

Disclaimer

This document represents a good-faith presentation of the FHHOA governance, budget and assessment structure. Estimates on the costs and revenues may go up or down until all Village Property Improvements are installed and Village lots are sold out.

No guarantee or warranty is made or implied by Classic Development- Flying Horse, LLC (the "Developer"), Classic Homes, Inc (the "Builder"), the Flying Horse Homeowners Association, Inc (the "Association") or Hammersmith Management, Inc. (the "Manager") as to the accuracy of the figures used in the budget.

Direct all inquiries for the FHHOA to:

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SNOW REMOVAL GUIDELINES (Cortona, Encore, Molise, Siena, Sonoma)-effective January 26, 2017

The Association shall contract with a Contractor to provide snow removal within the Villages of Encore, Molise, Siena, and Sonoma as follows:

- a. Owners and Residents shall be responsible for snow removal on their property when snowfall accumulation is less than three (3") inches.
- b. Within a reasonable time after the conclusion of a snow event when there is a total snow accumulation of more than three (3") inches, the Contractor shall clear community sidewalks, individual driveways within twelve (12") inches of the garage door(s) and individual sidewalks. Where applicable individual sidewalks will be cleared up to the front entry stoop of the home.. It is the Owners/Resident's responsibility to remove snow from front entry stoops and patios. If the storm has deposited an accumulation of six (6) inches or more and has not ended, the Contractor will start clearing snow. Unless authorized by the Association, the Contractor will only remove snow one (1) time following a snow event.
- c. Streets within the Community are public streets with the exception of the Village of Siena. Although most streets are public, the Association, with the permission of the City, will provide limited snow removal for the streets. The streets including private streets shall be plowed one time at the end of a storm of a size to be determined by the Board. The plowing will consist of a one-time pass down the

center of the street; the entire width of the street will not be plowed. The Contractor, subject to interference with parked vehicles within the Community shall complete the snow removal to the best of their ability.

d. Dependent on the amount of snow received, the stockpiling of snow may be necessary, recognizing that locations for stockpiling are limited; the Contractor within reason shall try to stockpile the snow using alternate heavy equipment in an area that does not impede access to the community or homes. Parking spaces maybe necessary to stockpiling snow.

e. Ice accumulation and removal: During the winter months, ice may accumulate from snow melt and/or roof runoff, especially, with north facing townhomes, driveways and sidewalks. The Association will reasonably have the snow removal Contractor inspect these areas and apply sand as needed. In addition, the Association will place in the appropriate areas containers with sand for the Owners and Residents to use to apply sand to the areas where ice is observed. Owners and Residents acknowledge that ice can form from time to time during the winter months, and will take reasonable steps to apply the sand provided by the Association to these areas in addition to the reasonable efforts of the Association and the Contractor to address these conditions. Owners and Residents acknowledge that icy conditions can exist and the removal of the ice may not occur due to low temperatures and thickness of the ice. Owners and Residents agree that they will contact the Association upon seeing icy conditions and apply sand to the area for their safety and the safety of others.

f. For any snowfall event that does not justify snow removal under the Association's then current and budgeted annual snow removal plan, each Owner is responsible for snow removal, and may make snow removal arrangements for his or her driveway and walkways at such Owner's discretion. Each Owner acknowledges that the Association is only responsible for removing snow under the terms and conditions of its current snow removal plan for which the Association has budgeted funds, and the Association is not liable for any claim arising out of or related to the failure to accomplish snow removal under circumstances that do not trigger the Association's then current and budgeted snow removal plan.