

3.12.1 Snake Fence Guideline

The boundary of all perimeter property, that is Owner property that is adjacent to HOA Common Property, has “Part Walls” constructed of cement block. A purpose of these walls is to deter snakes from entering the Owner’s property. There may be some instance where the existing walls are not tall enough or otherwise inadequate to prevent snakes from entering the Owners property. In this instance, fine mesh snake fence may be needed above the walls and attached to the metal view fence. There may be other fence, wall and gate openings that the Owner may need to enclose with fence material to deter snakes.

Formal approval by the Master Architectural Committee is required prior to the installation of snake fence. Each request for snake fence will be considered individually after review of the existing wall height, gates and drain openings. The best effort must be put forward to preserve the appearance quality of the Foothills Master HOA common area.

If approved, snake fence must be attached to the inside (owner side) of the view fence. The snake fence quality must be such that it does not easily rust. The snake fence may only be attached to the view fence with methods that are easy to remove such as plastic coated wire (plant training wire) or commercial quality, wire ties that are rated for outdoor use. ***At no time is drilling holes in the metal view fence permitted.***

Owners must understand that snake fence and its attachments may require frequent replacement as wear and tear by weather, adjacent plants and other environmental factors deteriorate the attachments and the fence.

Depending upon existing wall height, the added snake fence should be no taller than 36 inches from outside ground level. The mating of the lower edge of the snake fence to the top of the existing wall is critical to deter the snakes. When installing snake fence Owners should consider the following: Pursuant to Section 11.3 Maintenance of Improvements.

Owner shall maintain, at its sole cost and expense. Once constructed, in the event of any damage to, destruction of or deterioration (beyond ordinary wear and tear) of a Building or other Improvement on the Property, Owner shall, at its sole cost and expense, commence promptly and proceed diligently to either (a) repair, restore and rebuild such Building or other Improvements to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) tear down and remove all portions of such damaged or destroyed Building or other Improvements then remaining, including the debris resulting therefrom.