



## **Town of West Rutland**

REV. 2023

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Zoning Administrator: Extension 16 [Zoning@WestRutlandVT.org](mailto:Zoning@WestRutlandVT.org)

### **Frequently Asked Questions: Town Zoning Rules on: FENCES.**

**FENCES:** Defined as "Any material or combination of materials erected to enclose, screen, separate, or demarcate areas of land. A solid fence (without spacing between its materials, including a stone or masonry assembly) may also be called a wall."

A Permit is NOT required to install a fence when it qualifies as an Exemption to a required Zoning Permit (per Section 1103). Unless in a Special Flood Hazard Area (SFHA); "A fence no higher than three (3) feet, that is ten (10) feet off the front property line and three (3) feet off side and rear boundaries" does not require a local permit.

Unless Exempt, all other Fences require a Town Permit (Section 1023) as follows:

#### **Section 1023: Fences**

1. Fences and vegetative hedges may be built in front, side and rear yards provided the fence does not exceed six (6) feet in height when measured from the ground up, and are maintained with the finished side of such fence facing the adjacent properties. Fence setbacks on side and rear yards shall be 3 feet, or comply with Section 1023(3) & (4).
2. Such a fence or vegetative hedge is to be set back a minimum of 5 feet from a Town sidewalk except in the Village Zone where the distance from the sidewalk edges will be 3 feet, AND a minimum of 32 feet from centerline of travel lane of 3 Rod (total width of Right Of Way (R.O.W) = 49.5 ft.) wide roads in Residential, Commercial, Conservation, and Industrial zoning districts.
3. If a property line fence is proposed the Applicant must first obtain written permission from all adjoining property Owners impacted, signed and dated by all such Property Owners documenting (unless other written arrangements are agreed) mutual consent to All the following:
  - a) The approximate location of the common boundary line (plus/minus one foot on to either property);
  - b) That the Parties agree on the fence placement, design, and facing of finished side;
  - c) That the fence is the sole ownership of the Party installing the fence; who is then responsible for the fence's customary maintenance, repair, replacement, or removal;
  - d) That the adjoining property Owner grants the fence owner permission to access adjoining property in order to maintain and repair fence.
4. This agreement shall be submitted with any application for fences proposed on or within one foot of a Boundary Line or legal private easement or R.O.W.