

Discussion Item for Work Session:

Councilman Larsen's Suggestion:

Proposed Change to Article 3.2 – District Regulations

Section 3-202 – R-1 Single-Family Residential District

Minimum Setbacks (Section e)

Current Text: (1) Front Yard: The primary residential structure will be set back no less than twenty-five (25) feet from the front property line. Detached accessory buildings will not be located beyond the front line of any primary residential structure. Both street frontages of corner lots shall be considered front yards.

Suggestion:

- Remove the following phrase: “Detached accessory buildings will not be located beyond the front line of any primary residential structure.”

Reasoning:

- This restriction should be managed by homeowners' associations (HOAs) rather than enforced at the town level, allowing for greater flexibility and promoting individual property rights.
- Approximately 50% of Lakeview Estates' properties are currently noncompliant with this rule.
- Eliminating this restriction could lower building costs, particularly for homeowners who want to avoid the requirement of constructing a breezeway connecting the garage to the house.
- This change would also provide more options for property owners with unconventional lot configurations.

- (c) Residential Building Standards:
- (1) Required building standards for residential structures in the “R-1” residential district is presented in Part 4, Section 501 of the Alpine Land Use and Development Code.
 - (2) All buildings in the “R-1” Single-Family Residential District will require a plan review by the Town Building Official – Building Inspector, the Planning & Zoning Commission, and/or their representative, prior to the issuance of a building permit.
- (d) Minimum Lot Area:
- 20,000 square feet in the following subdivisions: Alpine Estates #2;
Forest Meadows;
Grey’s River Valley; and,
Alpine Estates #1.
- 15,000 square feet in the following subdivisions: Grey’s River Village #1;
Lakeview Estates, 6th Addition;
Bridger Homes; and,
Alpine Meadows.
- 10,000 square feet in the following subdivisions: River View Meadows;
Lakeview Estates, 3rd and 7th Additions;
Palis Park, 2nd Addition; and,
Grey’s River Village #2.
- 9,900 square feet in all other subdivisions.
- (e) Minimum Setbacks: (Measurements are taken from the foundation of the structure to the property line.)
- (1) Front Yard: Primary residential structure will be setback not less than twenty-five (25) feet from the front property line. Detached accessory buildings will not be located beyond the front line of any primary residential structure. **Both street frontages of corner lots shall be considered front yards.**
 - (2) Side Yards: Primary residential structures will be setback not less than fifteen (15) feet from side property lines. Detached accessory buildings/structures, equal to or under Three Hundred (300) square feet, can have a setback of not less than ten (10) feet from side property lines. Detached accessory buildings/structures, with a total square footage of over Three Hundred (300) square feet, will have a setback of not less than fifteen (15) feet from side property lines. **Please Note: Should a structure be placed within a recorded property/utility easements, the Town of Alpine assumes no responsibility for damage and/or any replacement costs of any structure or property damage; owner will accept full responsibility for any and all costs for repairs.**
 - (3) Rear Yard: Primary residential structures will be setback not less than twenty (20) feet from the rear property line. Detached accessory buildings/structures, equal to or under Three Hundred (300) square feet, can have a setback of not less than ten (10) feet from rear property lines. Detached accessory buildings/structures, with a total square footage of over Three Hundred (300) square feet, will have a setback of not less than twenty-five (20) feet from rear property lines. **Please Note: Should a structure be placed within a recorded property/utility easements, the Town of Alpine assumes no responsibility for damage and/or any replacement costs of any structure or property damage; owner will accept full responsibility for any and all costs for repairs.**