

IDAHO COURT OF APPEALS

Delano v. Pike

Delano v. Pike · No. 52723 · Decided December 10, 2025

SUMMARY

The Idaho Court of Appeals affirmed dismissal of a complaint seeking to prevent homeowners from operating platform-based short-term rentals under subdivision CC&Rs. The court held that the CC&Rs’ prohibition on commercial enterprises, together with an express allowance for private dwelling rentals, did not clearly prohibit short-term residential rentals. Any remaining ambiguity was resolved in favor of the free use of land under Idaho precedent.

CASE DETAILS

COURT	Idaho Court of Appeals
WRITING FOR THE COURT	Huskey; Lorello; Tribe
JURISDICTION	Idaho Court of Appeals
DECIDED	December 10, 2025
DOCKET	52723
DISPOSITION	affirmed
PROCEDURAL POSTURE	Homeowners appealed from a district court judgment on the pleadings dismissing their declaratory-relief complaint. The complaint sought a determination that the subdivision's restrictive covenants prohibited the Pikes from operating platform-based short-term rentals.
STANDARD OF REVIEW	A ruling on a motion for judgment on the pleadings is reviewed under the same standard as summary judgment. The appellate court conducts free review to determine whether a genuine issue of material fact exists and whether the moving party is entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	Published Idaho Court of Appeals opinion; precedential under the court's published-opinion designation.
PARTIES	Julie Delano, Lynn Franck, Nick Nickoloff, Mary Lee Nickoloff, Laura Spencer, Tim Roberts, Joyce Roberts, Harold Britain, Paulette Britain, Alton Howell, Arlene Howell, Larry Dalke, Yvonne Dalke, Ronald Sikora, Tina Sikora, Sally Graboski v. Jeffrey Pike, Lisa Pike

TOPICS

covenants and restrictions

real estate

contract interpretation

appellate procedure

writ of certiorari

PRACTICE AREAS

real estate

contracts

appellate procedure

QUESTIONS PRESENTED

1. Whether paragraph 6 of the Swan Shores CC&Rs prohibits short-term rentals of residential property.
2. Whether the court could apply interpretive canons or examine extrinsic evidence concerning the drafters' intent when the parties had argued that paragraph 6 was plain and unambiguous.
3. Whether the district court erred by resolving any remaining ambiguity in favor of the free use of land.
4. Whether the Pikes were entitled to attorney fees related to oral argument and costs on appeal.

HOLDINGS

1. Paragraph 6 does not prohibit short-term rentals. Residential rentals, whether short-term or long-term, do not constitute commercial activity prohibited by the covenant, and the covenant does not impose a duration or advertising-method restriction on permitted private rentals.
2. Canons of construction are used to assist contract interpretation only when an ambiguity exists; they are not used to ascertain the plain meaning of an unambiguous provision. The Homeowners' ambiguity argument was also unpreserved because they had argued below that paragraph 6 was plain and unambiguous.
3. Any unresolved ambiguity in paragraph 6 must be resolved in favor of the Pikes' free use of their land.
4. The Pikes were entitled to attorney fees associated with oral argument and to costs on appeal because the Homeowners raised unsupported, unpreserved, and inconsistent arguments at oral argument.

KEY QUOTATIONS

“Consequently, we need not address the distinction between the type of rentals--public or private--because neither of them constitute commercial activity.” (6)

“Consequently, the district court did not err in holding paragraph 6 does not expressly prohibit short-term rentals.” (9)

“The judgment of the district court is affirmed.” (14)

FACTUAL BACKGROUND

The parties own homes in Swan Shores, a thirty-lot subdivision whose CC&Rs were adopted in 1979 and amended in 1980. The Pikes periodically listed their home on Airbnb as a short-term rental. After the Pikes listed the home for sale with an indication that it could be used as a vacation rental, neighboring homeowners sought declaratory relief based on paragraph 6 of the CC&Rs, which prohibits commercial enterprises but states that this prohibition does not prevent the private renting of a dwelling.

PROCEDURAL HISTORY

The Homeowners and the Pikes, all owners in the Swan Shores subdivision, filed competing motions for judgment on the pleadings concerning paragraph 6 of the subdivision's CC&Rs. The district court granted the Pikes' motion, denied the Homeowners' motion, and dismissed the complaint. The Idaho Court of Appeals affirmed and awarded the Pikes attorney fees related to oral argument and costs on appeal.

DISPOSITION

affirmed

CASES CITED

- Trimble v. Engelking, 130 Idaho 300, 939 P.2d 1379 (1997)
- Edwards v. Conchemco, Inc., 111 Idaho 851, 727 P.2d 1279 (Ct. App. 1986)
- Jacklin Land Co. v. Blue Dog RV, Inc., 151 Idaho 242, 254 P.3d 1238 (2011)
- Pinehaven Planning Bd. v. Brooks, 138 Idaho 826, 70 P.3d 664 (2003)
- Bach v. Bagley, 148 Idaho 784, 229 P.3d 1146 (2010)
- Mut. of Enumclaw Ins. Co. v. Roberts, 128 Idaho 232, 912 P.2d 119 (1996)
- Wall & Assocs., Inc. v. Dep't of Fin., __ Idaho __, 574 P.3d 807 (2025)
- Eagle Springs Homeowners Ass'n, Inc. v. Rodina, 165 Idaho 862, 454 P.3d 504 (2019)
- Adams v. Kimberley One Townhouse Owner's Ass'n, Inc., 158 Idaho 770, 352 P.3d 492 (2015)
- Rendon v. Paskett, 126 Idaho 944, 894 P.2d 775 (Ct. App. 1995)
- Pass v. Kenny, 118 Idaho 445, 797 P.2d 153 (Ct. App. 1990)
- Sanchez v. Arave, 120 Idaho 321, 815 P.2d 1061 (1991)
- Thomson v. Olsen, 147 Idaho 99, 205 P.3d 1235 (2009)