

**BOISE, THURSDAY, NOVEMBER 13, 2025, AT 9:00 A.M.**

**IN THE COURT OF APPEALS OF THE STATE OF IDAHO**

**Docket No. 52723**

**JULIE DELANO, LYNN FRANCK, )  
NICK NICKOLOFF and MARY LEE )  
NICKOLOFF, husband and wife; )  
LAURA SPENCER, TIM ROBERTS and )  
JOYCE ROBERTS, husband and wife; )  
HAROLD BRITAIN and PAULETTE )  
BRITAIN, husband and wife; ALTON )  
HOWELL and ARLENE HOWELL, )  
husband and wife; LARRY DALKE and )  
YVONNE DALKE, husband and wife; )  
RONALD SIKORA and TINA SIKORA, )  
husband and wife; and SALLY )  
GRABOSKI, )**

**Plaintiffs-Appellants, )**

**v. )**

**JEFFREY PIKE and LISA PIKE, )  
husband and wife, )**

**Defendants-Respondents. )**

**and )**

**JOHN HENGESH and CHARLENE )  
HENGESH, husband and wife; TOM )  
IVERSON and TRACY IVERSON, )  
husband and wife; and BRADLEY LINK )  
and DIANE LINK, husband and wife, )**

**Defendants. )**

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Appeal from the District Court of the First Judicial District, State of Idaho, Bonner County. Hon. Lamont C. Berecz, District Judge.

Davillier Law Group, LLC; Allen J. Shoff, Sandpoint, for appellants.

Hickey Law Firm, PLLC; Josh Hickey, Sandpoint, for respondents.

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, and Sally Graboski (“Homeowners”) appeal from the district court’s judgment holding that paragraph 6 of the covenants, conditions, and restrictions (“CC&Rs”) does not prevent Jeffrey Pike and Lisa Pike (the “Pikes”) from operating platform-based, short-term rentals of their property.

Paragraph 6 of the CC&Rs reads as follows: “No commercial enterprises shall be conducted upon said real property. This shall not prevent the private renting of a dwelling on any lot.” From time to time, the Pikes have rented their home for short-term vacation rentals. Both parties agree that the language of paragraph 6 is plain and unambiguous, but they disagree as to the meaning. Homeowners argue paragraph 6 prevents the commercial short-term rental of the property. The Pikes argue it does not.

The district court held that the plain language of paragraph 6 did not expressly prohibit short-term rentals. Alternatively, the district court held that even if the phrase “private renting” was ambiguous, then the ambiguity was resolved in favor of the Pike’s free use of their land. The district court granted the Pike’s motion for judgment on the pleadings. Homeowners appealed.