IN THE SUPREME COURT OF THE STATE OF IDAHO

Docket No. 52603

CRAIG COLTON,	)	
	)	
Plaintiff-Counterdefendant-Appellant,	)	**Boise, May 2026 Term**
	)	
	)	**Opinion filed: November 9, 2026**
v.	)	
	)	**Melanie Gagnepain, Clerk**
THE OVERLOOK AT FOX CREEK SUBDIVISION OWNERS' ASSOCIATION, INC., an Idaho nonprofit corporation; GNJ PROPERTIES, LLC, an Arizona limited liability company; JEFFREY FLOWERS, RHONDA G. FLOWERS, DAVID HEWES, LEE NAYLON, and CHARLES WOODWARD,	)	
	)	
Defendants-Counterclaimants-Respondents,	)	
	)	
and	)	
	)	
WILLIAM KYLE REICHART, SARAH FLYNN, CAROLINE KNOBELSPIES, and LINDA SUZANNE SWAN,	)	
	)	
Defendants-Respondents.	)	

Appeal from the District Court of the Seventh Judicial District of the State of Idaho, Teton County. Steven W. Boyce, District Judge.

The decision of the district court dismissing Appellant's complaint and granting summary judgment to Respondents on their counterclaims is reversed and remanded, and its judgments granting attorney fees to Respondents are vacated.

Craig Colton, Victor, Pro Se Appellant. Craig Colton argued.

Beard St. Clair Gaffney PA, Idaho Falls, for Respondents. Jared W. Allen argued.

MOELLER, Justice.

This appeal arises from a dispute over snow removal and other maintenance along a segment of a common road in rural Teton County, Idaho. Craig Colton sued the Overlook at Fox Creek Subdivision Owners' Association ("the Overlook HOA"), GNJ Properties, LLC ("GNJ") (the developer of that subdivision), Jeffrey Flowers, Rhonda G. Flowers, David Hewes, Lee Naylon, William Kyle Reichart, Sarah Flynn, Caroline Knobelspies, Linda Suzanne Swan, and Charles Woodward (the "individual Respondents") (all collectively "Respondents"), seeking a declaratory judgment that either: (1) the Overlook HOA is responsible for all road maintenance costs, or (2) those costs must be shared equitably among all parcel owners who use the road. Respondents filed an answer and a counterclaim seeking a declaratory judgment of their own. The district court later granted Respondents' motion to dismiss the complaint and granted their motion for summary judgment on their counterclaims, ruling that because the disputed portions of the road are not within the boundaries of the subdivision, the Overlook HOA is not responsible for the costs.

On appeal, Colton argues that the district court erred in several respects. First, he contends it failed to address his alternative argument: that all neighboring property owners who use the road should share responsibility for its maintenance costs. Instead, it dismissed his claims solely based on his lack of standing as to one party—the Overlook HOA. Second, Colton maintains that the court erred in concluding that the Overlook HOA has no obligation to contribute to the road's maintenance costs based on its finding that the road is not a subdivision road. Third, he avers that the court erred in awarding attorney fees and costs to Respondents on two occasions. For the reasons explained below, we reverse and remand this matter to the district court for further proceedings. The judgments awarding attorney fees are also vacated.

I. FACTUAL AND PROCEDURAL BACKGROUND

Colton owns a home and property in Teton County, Idaho, located in the Spruce Hill Subdivision, a single lot subdivision ("Spruce Hill"). *See* property identified in magenta in Figure 1, *infra*. His home sits at the end of a road identified as East 5250 South. *See* road identified in yellow in Figure 1, *infra*. Part of the road is a public county road (the east-west trajectory) and part of the road is created by partial public easements (the north-south trajectory). Teton County's portion of the road begins at the intersection of East 5250 South and South 750 in Teton County and ends at the southwest corner of Lot 14 in the Overlook at Fox Creek Subdivision (the "Overlook Subdivision" or "Subdivision"). There are two right-of-way easements on East 5250 South that also provide access to Spruce Hill and to a property neighboring Spruce Hill. According

to Colton, Teton County is only obligated to plow part of East 5250 South running to "the Parish Ranch entry gate," the location of which is not clear from the record. The remaining unplowed portion of the road is at issue in this case ("the Roadway").

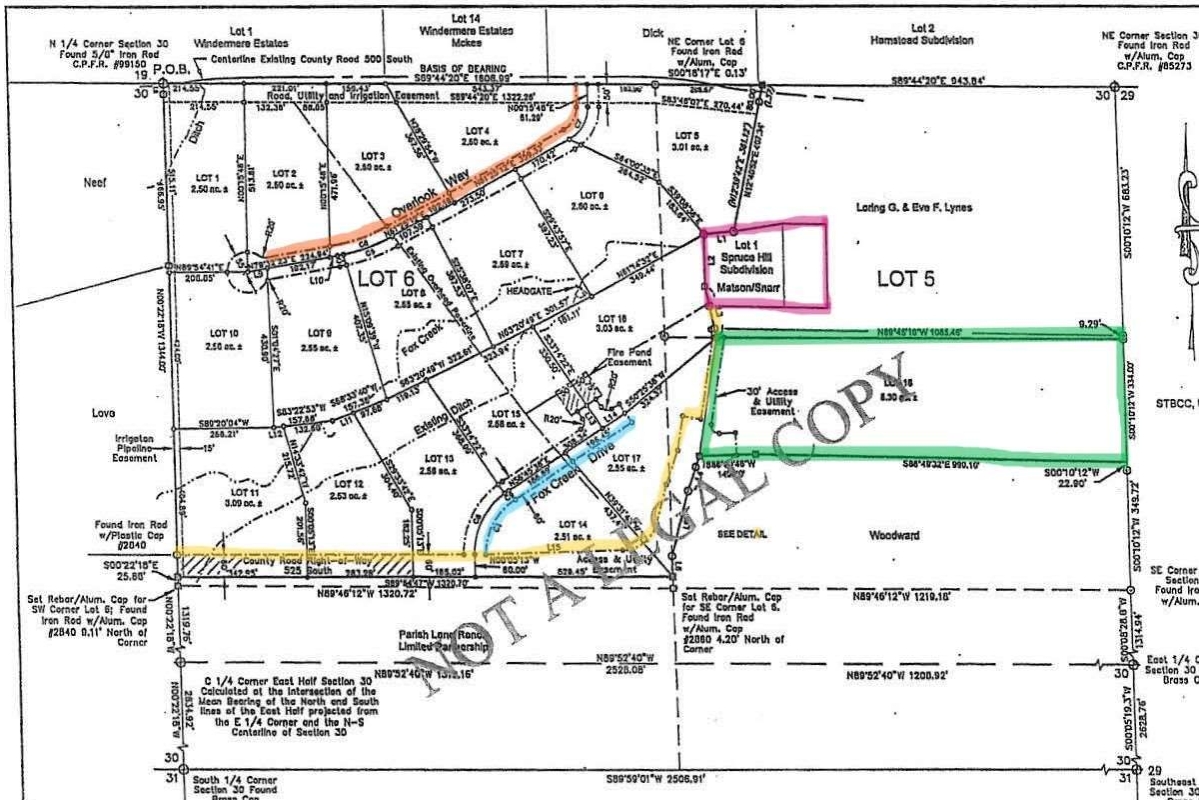


Figure 1: Final Plat for the Overlook Subdivision.[1]

In 2007, GNJ established the Overlook Subdivision. It consists of 18 lots, 17 of which are located to the west of East 5250 South and Spruce Hill and one to the east of East 5250 South and to the south of Spruce Hill. No party provided evidence in the record definitively establishing whether the Roadway at issue is located within or outside the boundaries of the Overlook Subdivision. The only maps in the record are inconclusive on this point. *See, e.g.*, Figure 1, *supra*. Additionally, there is an Overlook Subdivision road that branches off the East 5250 South: Balsam Lane (originally called Fox Creek Drive), which accesses Lots 11 through 17. *See* road identified in blue in Figure 1, *supra*. Lot 18 is only accessible via the Roadway. *See* property identified in green in Figure 1, *supra*.

[1] The colors on the map have been added by this Court solely for illustrative purposes. The yellow line indicates the Roadway at issue, the magenta line marks the location of Colton's property, the blue line identifies Balsam Lane (formerly Fox Creek Drive), the orange line indicates Overlook Way, and the green line marks Lot 18.

GNJ entered into a Development Agreement with Teton County. The Development Agreement contains the following provision with respect to East 5250 South: "So as to mitigate impact resulting from increased traffic on the county road system, the developer agrees to contribute their fair pro-rata share of costs to improve 525 [sic] South in accordance with standards and criteria commonly used by Teton County, Idaho." GNJ recorded its Declaration of Covenants, Conditions and Restrictions for the Overlook at Fox Creek ("the Overlook CC&Rs" or "the CC&Rs"). The CC&Rs impose obligations on the Overlook HOA to maintain the Subdivision's roads, including snow removal: "The Board shall be responsible for hiring an independent contractor for snow removal on all roads within the Project." The parties to the CC&Rs are GNJ, the Overlook HOA, and anyone acquiring an interest in real property within the Overlook Subdivision.

For several years, Colton and a neighbor paid the cost of snow plowing and road maintenance of the Roadway. In 2022, the owner of Lot 18 in the Overlook Subdivision constructed a driveway on his property, which Colton alleged required gravel trucks to travel the Roadway, causing erosion and damage. When the property owner and the Overlook HOA did not repair the roads, Colton researched available remedies. After obtaining the CC&Rs, Colton sent a demand letter to the HOA. Following a series of communications, the HOA eventually agreed to share in the plowing costs for the winter of 2022/2023. Colton also sent demand letters to every individual property owner whose property was reachable only by the Roadway. However, neither the HOA nor the property owners ever contributed to the plowing costs.

On May 26, 2023, Colton filed a complaint seeking a declaratory judgment that the Overlook HOA is "responsible for the snow plowing of, maintenance of, and weed eradication along said segment of E 5250 S." Alternatively, Colton asked the court to find "that all of the subdivision and non-subdivision owners served by this segment of county road . . . should share said costs as an equitable and fair remedy." The HOA filed an answer and counterclaim on July 31, 2023, denying the allegations, raising several affirmative defenses, and seeking a judicial declaration that the complaint be dismissed. GNJ and the individual Respondents later joined in the HOA's answer and counterclaim. On October 23, 2023, Respondents filed a motion to dismiss Colton's complaint under Idaho Rules of Civil Procedure 7, 8, and 12(b)(6). After a hearing, the district court entered an order granting Respondents' motion to dismiss after concluding that Colton did not have standing to bring a declaratory judgment action pertaining to the CC&Rs or

the Development Agreement because he was not in privity of contract with the Overlook HOA through the CC&Rs or with GNJ through the Development Agreement. On March 15, 2024, the district court also issued an order and amended judgment awarding attorney fees and costs to Respondents.

Subsequently, on June 12, 2024, Respondents filed a motion for summary judgment on their counterclaim. Colton filed an opposition to Respondents' motion on June 24, 2024. The district court granted Respondents' motion for summary judgment in part and denied it in part. After declining to formally declare the road as a county or subdivision road, it determined that because there was insufficient evidence in the record to establish that East 5250 South was located within the Overlook Subdivision, the HOA did not have an obligation to plow or maintain it under the CC&Rs. It also made several other rulings, not at issue in this appeal: (1) that Respondents did not have a contractual duty to provide snow removal or maintenance to Colton, (2) that the Development Agreement did not create an ongoing obligation for the HOA to maintain, repair, or plow the road, and (3) that the HOA has a right, not an obligation, to implement a noxious weed program. Final judgment in favor of Respondents on the counterclaims was entered on November 27, 2024. The district court later awarded additional attorney fees and costs to Respondents. Colton timely appealed.

II. STANDARDS OF REVIEW

A district court's dismissal of a complaint pursuant to Idaho Rule of Civil Procedure 12(b)(6) and grant of summary judgment under Rule 56 are both reviewed de novo. *Paslay v. A&B Irrigation Dist.*, 162 Idaho 866, 868, 406 P.3d 878, 880 (2017).

Rule 12(b)(6) provides that, when considering a motion to dismiss, the court must first "view[] all facts and inferences from the record in favor of the non-moving party, [then] the Court will ask whether a claim for relief has been stated." *Losser v. Bradstreet*, 145 Idaho 670, 673, 183 P.3d 758, 761 (2008) (quoting *Gallagher v. State*, 141 Idaho 665, 667, 115 P.3d 756, 758 (2005)). "A 12(b)(6) motion looks only at the pleadings to determine whether a claim for relief has been stated and this Court determines whether the non-movant has alleged sufficient facts in support of his claim, which if true, would entitle him to relief." *Boren v. Gadwa*, 176 Idaho 489, ___, 578 P.3d 861, 868–69 (2024) (internal quotation marks omitted) (quoting *Fulfer v. Sorrento Lactalis, Inc.*, 171 Idaho 296, 300, 520 P.3d 708, 712 (2022)). "[A] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in

support of his claim which would entitle him to relief." *Gardner v. Hollifield*, 96 Idaho 609, 611, 533 P.2d 730, 732 (1975).

Summary judgment is only appropriate where "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." *Friel v. Boise City Hous. Auth.*, 126 Idaho 484, 485, 887 P.2d 29, 30 (1994) (citation omitted); I.R.C.P. 56(a). "When considering whether the evidence shows a genuine issue of material fact, the trial court must liberally construe the facts, and draw all reasonable inferences in favor of the nonmoving party." *Spears v. Antelope Mountain Resort, LLC*, 177 Idaho 70, ___, 585 P.3d 314, 320 (2026) (citation omitted). "To establish that a genuine dispute of material fact exists, a party must present evidence upon which a jury could reasonably rely; a 'scintilla of evidence merely casting a slight doubt of the facts' will not suffice." *Id.* (quoting *Fragnella v. Petrovich*, 153 Idaho 266, 271, 281 P.3d 103, 108 (2012)).

"The awarding of attorney fees and costs is within the discretion of the trial court and subject to review for an abuse of discretion." *Smith v. Mitton*, 140 Idaho 893, 897, 104 P.3d 367, 371 (2004). In determining whether the court abused its discretion, this Court asks "[w]hether the trial court: (1) correctly perceived the issue as one of discretion; (2) acted within the outer boundaries of its discretion; (3) acted consistently with the legal standards applicable to the specific choices available to it; and (4) reached its decision by the exercise of reason." *Lunneborg v. My Fun Life*, 163 Idaho 856, 863, 421 P.3d 187, 194 (2018).

III. ANALYSIS

A. We reverse the district court's dismissal of Colton's claims.

In addressing the scope of Colton's claims, the district court first concluded that Colton's only claim was centered on the enforceability of the Overlook CC&Rs and the Development Agreement against Respondents. In its analysis of whether Colton had standing to bring this claim, the court first determined that Colton's complaint sufficiently alleged an injury in fact (economic damage due to the cost of maintaining of the road). However, the court then concluded that Colton could not demonstrate a sufficient causal connection between the complained-of conduct and the alleged injury. It explained that because Colton is not a contracting party to either the Development Agreement or the Overlook CC&Rs, he has no privity of contract and, thus, no standing to request relief on the basis of those documents.

Colton now argues on appeal that the district court erred when it dismissed his complaint based solely on its ruling that he lacked standing. He claims that his complaint sufficiently pleaded a claim based in equity and based on the law of easements, rather than just on the terms of the CC&Rs and the Development Agreement, but the court failed to consider those issues. He also asserts that, aside from the Overlook HOA, there were ten other defendants who accessed their property over the Roadway, and the district court dismissed his case against all of them based solely on his standing with one defendant.

When ruling on contested matters, district courts "must address all the issues the parties present." *Evans v. Wright*, 174 Idaho 330, 340, 554 P.3d 591, 601 (2024) (concluding that the district court erred in failing to address one of the appellant's arguments when granting the respondents' motions to dismiss). Here, the district court summarily concluded that Colton only stated one claim of relief in his complaint: "Colton raises a single claim and asks this [c]ourt for a declaratory judgment . . . ." However, it overlooked the alternative request in Colton's complaint as to whether the neighboring property owners in the HOA who use and benefit from the Roadway must share in the costs of the Roadway's maintenance. We conclude that the district court erred in its failure to address this issue.

Idaho's Uniform Declaratory Judgment Act provides that "[c]ourts of record within their respective jurisdictions shall have power to declare rights, status, and other legal relations, whether or not further relief is or could be claimed." I.C. § 10-1201. To state a claim for declaratory relief under the statute, a plaintiff *may* allege that they are "any person interested": (1) "under a deed, will, written contract or other writings constituting a contract or any oral contract," or (2) "whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise[.]" I.C. § 10-1202. Contrary to Respondents' argument on appeal, Colton's failure to allege his status as an interested party under Idaho Code section 10-1202 is not dispositive. Section 10-1202 merely identifies certain categories of persons who may seek declaratory relief, while section 10-1205 expressly provides that the enumeration in section 10-1202 "does not limit or restrict the exercise of the general powers conferred in [s]ection 10-1201, in any proceedings where declaratory relief is sought, in which a judgment or decree will terminate the controversy or remove an uncertainty." I.C. § 10-1205. Thus, the question is not whether Colton adequately alleged that he is a "person interested." Rather, we must first determine whether he sufficiently alleged an

actual controversy regarding the parties' respective rights and obligations to maintain the Roadway, such that declaratory relief would resolve the dispute.

We first turn to Colton's complaint to determine whether he sufficiently alleged a justiciable controversy supporting declaratory relief under Idaho's pleading standards. Under Idaho Rule of Civil Procedure 8(a), "a claim for relief must contain: . . . (2) a short and plain statement of the claim showing that the pleader is entitled to relief . . . ." I.R.C.P. 8(a)(2). "Each allegation must be simple, concise, and direct." I.R.C.P. 8(d)(1). Idaho's notice-pleading requirement only "requires a pleading to put the adverse party 'on notice of the claims brought against it.' " *Noell Indus., Inc. v. Idaho State Tax Comm'n*, 167 Idaho 367, 371, 470 P.3d 1176, 1180 (2020) (quoting *Hodge ex rel. Welch v. Waggoner*, 164 Idaho 89, 96, 425 P.3d 1232, 1239 (2018)). "Accordingly, notice pleading requires the complaint to provide 'some indication' of the basis for relief, but not always an exact statutory basis or formal cause of action." *Id.* (quoting *Brown v. City of Pocatello*, 148 Idaho 802, 808, 229 P.3d 1164, 1170 (2010)). Our liberal pleading standard "prevent[s] the dismissal of a valid claim for a mere technical failing." *Brown*, 148 Idaho at 809, 229 P.3d at 1171.

Moreover, "[a] prerequisite to a declaratory judgment action is an actual or justiciable controversy." *Miles v. Idaho Power Co.*, 116 Idaho 635, 639, 778 P.2d 757, 761 (1989). "[T]o invoke the trial court's jurisdiction in a declaratory judgment action, the plaintiffs must allege a 'personal stake' in the outcome of the controversy, which 'has come to be understood to require not only a "distinct palpable injury" to the plaintiff, but also a "fairly traceable" causal connection between the claimed injury and the challenged conduct.' " *Idaho Branch Inc. of Associated Gen. Contractors of Am., Inc. v. Nampa Highway Dist. No. 1*, 123 Idaho 237, 242, 846 P.2d 239, 244 (Ct. App. 1993) (quoting *Miles*, 116 Idaho at 641, 778 P.2d at 763); *see also Nemeth v. Shoshone County*, 165 Idaho 851, 860–61, 453 P.3d 844, 853–54 (2019) (holding plaintiffs had a personal stake in obtaining a declaration concerning roadway access to their property). Importantly, the requirement for a "personal stake in the outcome" also contemplates that the claimed injury is redressable by the relief requested by the injured party. That element is met here because a judicial declaration apportioning responsibility for the Roadway's maintenance among the respective parties would redress the injury Colton alleges from bearing the maintenance costs alone.

Turning next to Colton's claims against the HOA and GNJ, which the district court dismissed for lack of standing, we hold that the district court erred. Idaho Code section 10-1202

states, in relevant part: "Any person . . . whose rights, status or other legal relations are affected by a . . . contract . . . may have determined any question of construction or validity arising under the . . . contract . . . and obtain a declaration of rights, status or other legal relationships thereunder." I.C. § 10-1202. The statute permits declaratory relief not only for a person "interested under" a contract, but also for a person whose legal rights are "affected by" the contract. *Id.* In *City of Middleton v. Coleman Homes, LLC*, we held that, despite the fact that "all four [defendants] were not signatories to the [a]greements, all four alleged they were interested parties and involved with the [a]greements"; thus, the district court did not err in treating them as such when issuing a declaratory judgment. 163 Idaho 716, 727, 418 P.3d 1225, 1236 (2018).

Here, as alleged in Colton's complaint, the CC&Rs impose a duty on another party to contribute to the plowing and maintenance costs of the Roadway. Even though Colton is not himself a party to that agreement, whether that obligation exists and is enforceable has a direct financial effect on Colton because the HOA and GNJ are not contributing to the costs—Colton has been bearing all the road-plowing expenses himself. Thus, the legal question of whether the disputed portion of the Roadway falls within the obligations the HOA and GNJ assumed under the CC&Rs and Development Agreement is key to ascertaining Colton's own legal and financial responsibilities for the Roadway. In sum, Colton's interest in the construction of the CC&Rs and Development Agreement is sufficient to seek declaratory relief to determine the parties' respective rights and obligations under Idaho Code section 10-1202.

Finally, we consider whether Colton alleged sufficient facts to establish standing as to his claims against the individual Respondents. Colton alleged in his complaint that he and the individual Respondents share common interests in the Roadway and make use of it pursuant to an easement. For example, Colton avers in his complaint:

> E 5250 S is a public road that is not maintained or plowed by the County and it provides the sole access to seven lots in the Overlook at Fox Creek Subdivision and three private parcels.
>
> . . . While E 5250 S is a public roadway, under Idaho Code [s]ection 40-117(9): "the government may keep a public right-of-way open to the public without assuming an obligation to maintain it."
>
> . . . .
>
> . . . [Colton] subsequently sent letters to all the persons who own property which is solely accessed by this segment of road E 5250 S, to notify them of the plowing costs, of the HOA's refusal to contribute and their potential individual liabilities for the costs.

> [Colton], as the owner of property that shares ingress and egress access with several property owners on the road known as E 5250 S, a county road, has a personal stake in the outcome of this controversy . . . .
>
> . . . .
>
> . . . [A]lthough[] the Defendants use this segment of E 5250 S as the sole access to their property, they have refused to participate in the required snow-plowing and upkeep of the road in any substantial way. Instead, they leave the burden upon just three property owners (two of which are located at the end of this road) and essentially, take the stance that [Colton] has to keep the entire segment of E 5250 S open in order to get to his home, so he can bear the burden and we will benefit from his efforts without any expense to ourselves.

In sum, Colton alleged that multiple property owners use the Roadway as their sole means of access, yet he has solely borne the cost of maintaining it. His final alternative request is: "that the court rule that all of the subdivision and non-subdivision owners served by this segment of county road (not publicly maintained) should share said costs as an equitable and fair remedy." Construing the complaint liberally, this allegation was sufficient to place the individual Respondents on notice that Colton sought a judicial determination regarding the respective obligations of each individual party for maintenance of the Roadway.

In reviewing a motion to dismiss under Idaho Rule of Civil Procedure 12(b)(6), this Court is not tasked with determining whether Colton will ultimately prevail on his claim. Rather, the question is whether the complaint alleges facts sufficient to state a plausible claim of relief. *Hammer v. Ribi*, 162 Idaho 570, 573, 401 P.3d 148, 151 (2017). Accepting the allegations as true and drawing all reasonable inferences in Colton's favor, the complaint alleges that, although the parties shared use of the Roadway, Colton individually incurred and paid all the expenses in maintaining and plowing it, and that a dispute existed regarding whether Respondents were obligated to contribute to the cost. Whether the easement at issue here ultimately imposes the obligations asserted by Colton is a question for resolution on the merits, not on a motion to dismiss.

Colton also sufficiently alleged a personal stake in the controversy. The complaint alleged that he incurred expenses maintaining the Roadway and that Respondents benefited from and used the Roadway while failing to bear their alleged share of the costs. Accepting those allegations as true, Colton alleged a distinct and palpable injury in the maintenance costs, a conclusion also reached by the district court. The complaint also alleged a causal connection between Colton's asserted injury and Respondents' failure to contribute to the Roadway's maintenance, despite

benefiting from its use. At the pleading stage, those allegations are sufficient to establish Colton's standing.

Although the complaint lacks precision in certain respects, its allegations were sufficient to survive a motion to dismiss. Thus, we reverse the district court's order dismissing Colton's complaint for a declaratory judgment.

B. We reverse the district court's grant of summary judgment in favor of the Overlook HOA on its counterclaim for declaratory judgment.

Next, we turn to the district court's ruling on summary judgment that the Overlook CC&Rs do not create an obligation for the Overlook HOA to maintain the Roadway. After once again finding that Colton did not have standing to seek enforcement of the CC&Rs, the court addressed the Overlook HOA's counterclaim asking it to enter a declaratory judgment determining its obligations as to the Roadway. The court first expressed its concern about the implications of determining that the Roadway is not a subdivision road, both for the public and for Teton County. The court explained that such a determination could effectively require it to designate the Roadway as a county road or subdivision road, a function which is normally performed by a county board or highway district under Idaho Code section 40-202. The court ultimately declined to designate the Roadway a subdivision road, stating:

> The record as it stands establishes only that the road consisted of access and utility easements which existed during the construction of the subdivision, and that during the time of the development of the subdivision, the Overlook was obligated to share pro-rata costs for the maintenance of the road during construction to prevent issues with traffic while the development was in the midst of construction. These facts are inadequate for the court to enter declaratory judgment defining the road at this juncture.

The district court then ruled that the Overlook CC&Rs do not create an obligation to maintain the Roadway:

> There is no evidence established by the record that the road in question is *within* the subdivision and subject to the provisions obligating the HOA to maintain the road and ensure the road's snow removal. . . . [T]he [c]ourt determines that there are no genuine issues of material fact precluding summary judgment and will GRANT summary judgment as to the HOA's request for declaratory relief on this claim.

Further, the court pointed to its previous finding that Colton did not have privity of contract with the Overlook HOA.

Colton contends that the district court erred by ruling on summary judgment that the Overlook CC&Rs do not create an obligation to maintain the Roadway while also declining to determine the designation of the Roadway. He insists that he submitted evidence establishing that the disputed Roadway is located within the Overlook Subdivision's boundaries, so there was a genuine issue of material fact as to whether the Roadway is located within the Subdivision. He argues that, by concluding that the Overlook CC&Rs did not create a duty to maintain the Roadway, the court also necessarily concluded that the Roadway is not located in the Overlook Subdivision. Thus, he asserts that the district court contradicted itself. The individual Respondents argue that Colton lacks standing to raise this issue because he is not a party to the Overlook CC&Rs. They further argue that, regardless of standing, the Roadway is an access and utility easement, not a subdivision road, which is established by the plat boundary description and the Development Agreement.

First, we turn to the individual Respondents' argument that Colton lacks standing to appeal the court's order of summary judgment. Under Idaho Appellate Rule 4, an aggrieved party has standing to appeal an appealable judgment. An "aggrieved party" is defined "as any party injuriously affected by the judgment." *First State Bank of Eldorado v. Rowe*, 142 Idaho 608, 612, 130 P.3d 1146, 1150 (2006) (quoting *Fed. Land Bank of Spokane v. Parsons*, 116 Idaho 545, 547, 777 P.2d 1218, 1220 (Ct. App. 1989)). Because Colton is a party to the individual Respondents' counterclaim, he possesses an interest that may be affected by the judgment; therefore, he is aggrieved and entitled to appeal. *See Fed. Land Bank of Spokane*, 116 Idaho at 547–48, 777 P.2d at 1220–21. Additionally, as discussed above, Colton is also an aggrieved party because the adverse declaratory judgment economically injures Colton. Because the district court concluded that the Overlook HOA has no obligation to maintain the road, Colton must continue to pay the costs on his own.

This brings us to the issue of whether the district court erred in ruling that the Overlook HOA has no obligation under the CC&Rs to maintain the Roadway. While Colton argues that the district court effectively contradicted itself by declining to legally designate the Roadway's status and then determining that the Roadway is not located within the Subdivision, these are actually two separate rulings. The authority to designate a public highway rests with the county or highway district commissioners under Idaho Code section 40-202, and any such designation must be supported under section 40-208 by "substantial and competent evidence." *Flying A Ranch, Inc. v.*

Cnty. Comm'rs of Fremont Cnty., 157 Idaho 937, 942, 342 P.3d 649, 654 (2015). The district court concluded that the record before it was insufficient to designate the Roadway. That ruling is distinct from the court's separate finding that the Roadway was not located within the Overlook Subdivision.

Colton additionally argues that the record clearly shows that portions of the Roadway are located within the Overlook Subdivision. Yet the district court concluded that there was no evidence establishing this as a fact. "At the summary judgment stage, a trial court should refrain from making such factual determinations until evidence is heard on the disputed facts and should look to the affidavit itself to determine if it alleges facts which, if taken as true, would render the evidence therein sufficient." *Watts v. Lynn*, 125 Idaho 341, 346, 870 P.2d 1300, 1305 (1994). As the party moving for summary judgment on *its counterclaim*, the HOA had the burden "to prove that no genuine issues of material fact exist and that it is entitled to judgment as a matter of law." *Boise Mode, LLC v. Donahoe Pace & Partners Ltd.*, 154 Idaho 99, 103–04, 294 P.3d 1111, 1115–16 (2013). Only after this burden is met does the burden shift "to the nonmoving party to show the existence of a genuine issue of material fact." *Id.* at 104, 294 P.3d at 1116 (quoting *Asbury Park, LLC v. Greenbriar Est. Homeowners' Ass'n, Inc.*, 152 Idaho 338, 343–44, 271 P.3d 1194, 1199–1200 (2012)).

The CC&Rs' snow removal provision plainly obligates the HOA to snowplow roads *within* the Subdivision. "Within" is defined as "being inside." *Within*, *Merriam-Webster's Collegiate Dictionary* (11th ed. 2006). Thus, the dispositive issue in determining the HOA's obligations under the CC&Rs for snowplowing the Roadway is whether the Roadway is located *within* or *outside* of the Subdivision. It is worth noting that the HOA initially took the position in its memorandum in support of its motion for summary judgment that the Roadway was a public county road and that is why it did not fall within the roads to be maintained by the HOA. At the time of the hearing, when the district court expressed concerns about the implications of declaring a road public, particularly when Teton County had not been joined, the HOA shifted its position about the public nature of the road. As the party moving for summary judgment on its own counterclaim, it was the HOA's burden to establish that the Roadway lies outside the Subdivision; yet it never made this assertion below. Thus, the HOA could not carry its burden, and summary judgment should not have been entered in its favor.

The district court prematurely shifted the burden to Colton to establish the existence of a genuine issue of material fact on this issue. While it determined that "[t]here is no evidence established by the record that the road in question is *within* the subdivision," it did not rule whether the Roadway is located *outside* of the Subdivision's boundaries, which was the HOA's obligation to prove on its motion for summary judgment on its counterclaim. Thus, the district court erred in concluding that the HOA, as the moving party on its counterclaim, met its burden to prove that the Roadway is located outside of the Subdivision. Our review of the record does not clearly establish whether the Roadway lies within or outside the Subdivision. As noted, the only maps in the record are inconclusive. *See, e.g.*, Figure 1, *supra*. Because that determination bears directly on the HOA's counterclaim and its potential obligations under the CC&Rs, this uncertainty presents a genuine issue of material fact.

Simply put, the record contains insufficient evidence to establish the Roadway's location relative to the Subdivision. The Roadway's true location—the primary issue of contention in this case—remains an unresolved factual determination that was inappropriately dispensed with at the summary judgment stage. As a result, the trial court's treatments of Colton's claims on the motion to dismiss, and the HOA's counterclaim on summary judgment, were inconsistent. Thus, we reverse the district court's grant of summary judgment in favor of the HOA and remand for proceedings consistent with this opinion. On remand, the court must: (1) ascertain whether the Roadway lies inside the boundaries of the Subdivision; (2) if it lies inside the boundaries, determine the HOA's and GNJ's respective obligations under the CC&Rs and the Development Agreement; and (3) address Colton's alternative claims, under both easement law and in equity, and determine whether the property owners using the Roadway as their sole access route should share in its maintenance costs. Because these are intensely factual determinations, we leave these matters to the trial court.

C. We vacate the district court's awards of attorney fees to the Respondents.

Colton also appeals the district court's two awards of attorney fees and costs totaling $23,650 to the individual Respondents under Idaho Code sections 12-120(3) and 12-121. Since we have reversed the district court's orders (1) dismissing Colton's claims against the individual Respondents and (2) granting summary judgment in favor of the HOA, it is now unclear who will ultimately prevail on remand; thus, we cannot review the award for an abuse of discretion. Accordingly, we vacate the awards of attorney fees and costs.

D. Respondents are not entitled to attorney fees and costs on appeal under Idaho Code sections 12-120(3) or 12-121.

Respondents have requested an award of attorney fees. However, attorney fees under Idaho Code sections 12-120(3) and 12-121 may only be awarded to a prevailing party. Given our disposition of this matter, Respondents are not prevailing parties and their request must be denied.

IV. CONCLUSION

For the foregoing reasons, we reverse the district court's order dismissing Colton's claims against Respondents and its order granting summary judgment in favor of Respondents on their counterclaim. This matter is remanded to the district court for further proceedings consistent with this opinion. We also vacate the district court's award of attorney fees to Respondents under both Idaho Code sections 12-120 and 12-121. Finally, we decline to award attorney fees on appeal to any party. As the prevailing party on appeal, Colton is entitled to recover his costs as a matter of right pursuant to Idaho Appellate Rule 40(a).

Chief Justice BRODY, Justices BEVAN, ZAHN, and MEYER CONCUR.

(This matter was decided prior to the retirement of Chief Justice Bevan and he participated fully.)