

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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SHARON CRAWFORD,

Plaintiff-Appellant,

v

HOLIDAY CONDOMINIUM ASSOCIATION,

Defendant-Appellee.

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UNPUBLISHED

January 19, 2001

No. 217071

Macomb Circuit Court

LC No. 98-004002-CZ

Before: Markey, P.J., and Whitbeck and J. L. Martlew\*, JJ.

PER CURIAM.

Plaintiff Sharon Crawford appeals as of right from a circuit court order granting defendant Holiday Condominium Association's motion for summary disposition pursuant to MCR 2.116(C)(10). We affirm. We decide this appeal without oral argument pursuant to MCR 7.214(E).

I. Basic Facts And Procedural History

Crawford purchased a Holiday condominium unit in 1996. Sometime thereafter, she got a dog. The Association learned that Crawford had a dog and requested that she remove it from the premises. When Crawford refused, the Association sued her for violating the bylaws. Crawford then requested permission to keep the dog. The Association refused this permission pursuant to Article VIII, § 16 of the association bylaws as amended. For unknown reasons, Crawford did not defend the legal action and the Association obtained a default judgment permanently enjoining her from keeping a dog in her unit. Crawford later sought relief from the judgment but her motion was denied. Crawford then filed this action seeking a declaration that a the judgment entered against her was void and she had a right to keep a dog with the Association board's consent, which had been wrongfully withheld. Her theory was that a 1988 amendment of the association bylaws relating to pets was an amendment of the condominium bylaws and that the amendment was invalid because it was not recorded as required by MCL 559.153; MSA 26.50(153).

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\* Circuit judge, sitting on the Court of Appeals by assignment.

In lieu of an answer, the Association moved for summary disposition, asserting that the 1988 amendment was not a condominium bylaw and the amendment was consistent with the condominium bylaws. It was thus valid and enforceable under *Meadow Bridge Condominium Ass'n v Bosca*.<sup>1</sup> Crawford responded that the 1988 amendment was “deemed by the Board, and presented to the Association members, as” an amendment of the association bylaws and therefore it was invalid because it had not been recorded. She also contended that *Meadow Bridge* was distinguishable because it did not address the recordation requirement of § 53 of the condominium act and because the Meadow Bridge bylaws were different than the Association’s. Following oral argument, the trial court ruled that *Meadow Bridge* “is on point. The association by-laws need not be recorded to be effective. The association has the authority to ban [pets].”

## II. The Condominium Documents

Article VI, § 6 of the condominium project bylaws, as recorded, provide in part that “No animal, including household pets, shall be kept without the prior written consent of the Board of Directors, which consent, if given, shall be revocable at any time by the Board.” Article VI, § 8 of the bylaws provides:

Reasonable regulations concerning the use of the condominium may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five percent (75%) of the co-owners in number and in value before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all co-owners.

Those rules and regulations are set forth in the Association bylaws. In March 1984, a majority of members approved an amendment of the Association bylaws. Article VIII, § 16 provided in part:

Animals and household pets, Approval, Article VI, Section 6, Restrictions (page 8, Master Deed) will be enforced by the Board of Directors. The Association membership will give guidance to the Board of Directors in carrying out this restriction through proposals, discussion and vote.

In May 1988, a majority of members approved an amendment of Article VIII, § 16 of the Association bylaws so that it prohibited all pets except birds and fish. Other pets previously registered with the Association could remain, but could not be replaced.

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<sup>1</sup> *Meadow Bridge Condominium Ass'n v Bosca*, 187 Mich App 280; 466 NW2d 303 (1991).

### III. The Validity Of The 1988 Amendment

#### A. Standard Of Review

Crawford contends that the amendment of the Association bylaw regarding pet ownership was unenforceable because it was not recorded as required by MCL 559.153; MSA 26.50(153). This is a question of law, which we review de novo.<sup>2</sup>

#### B. The Condominium Project Bylaws Versus the Association Bylaws

Here, the *condominium project bylaws*, which were recorded, prohibit pets unless authorized by the board. They also authorize the board to adopt reasonable regulations concerning condominium use, provided a supermajority of unit owners approved the regulations. Those regulations, as contained in the *association bylaws* and amended, prohibit all pets except birds and fish. MCL 559.153; MSA 26.50(153) only applies to the bylaws of the *condominium project*, not to rules and regulations of the *association* adopted pursuant to a provision of those condominium project bylaws. Because the rules and regulations in the *association bylaws*, including the 1988 amendment, did not amend the *condominium project bylaws*,<sup>3</sup> they did not have to be recorded to be effective.

### IV. Ratification

Crawford alternatively claims that if the amended Association bylaws did not have to be recorded to be valid, the trial court erred in granting the Association's motion because the Association failed to prove that the amended association bylaws were properly ratified by seventy-five percent of the co-owners. Because Crawford never raised the issue in her complaint or in her response to the Association's motion for summary disposition, and because the facts necessary for its resolution have not been presented, it cannot be considered on appeal.<sup>4</sup>

Affirmed.

/s/ Jane E. Markey  
/s/ William C. Whitbeck  
/s/ Jeffrey L. Martlew

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<sup>2</sup> *McClellan v Collar*, 240 Mich App 403, 409; 613 NW2d 729 (2000).

<sup>3</sup> *Meadow Bridge*, *supra* at 282.

<sup>4</sup> *Adam v Sylvan Glynn Golf Course*, 197 Mich App 95, 98-99; 494 NW2d 791 (1992).