

## The ABC's of Schedules "A", "B", "C".....and "D", "E", "F", "G"

*ABC*

*Easy as*

*one, two, three*

*Or simple as*

*Do-Re-Mi*

*ABC, one, two, three, baby, you and me girl!*

- The Jackson 5

As most of my readers know I always preach about the importance of your condominium's Declaration and how the Declaration is the foundation and starting point of every condominium corporation. It is essentially the constitution for your corporation. It is from the pages of the declaration that the corporation can exist and operate. It is what the owners rely upon to understand the make-up and operation of their condominium. Therefore, I always stress the importance for owners and the members of the board to understand all aspects of the declaration. Just as it is important to understand and know the laws and rules of the communities where we live, a condominium community is no different. While many parts of the declaration may sound like it contains a bunch of gibberish and legal mumbo jumbo and quite frankly, it does, there are some aspects that you should be aware of. Many owners may read the Declaration, but a surprising few actually read the schedules that are attached to the Declaration and yet these schedules contain crucial information concerning the units and the Corporation as a whole. Some of these schedules play an important role. So I thought I would take this opportunity to go through each of the schedules in the declaration to give you a general idea of what they mean and why they are there and how they may impact your day-to-day life. You will note that some of these schedules will indeed play an important role and you will question yourself why you have not wondered about these schedules before.

### **Schedule "A"**

Schedule "A" of the declaration contains the legal description of the condominium corporation. This will not make any difference to the owners. But, it generally sets out exactly where your condominium corporation is legally located. It also sets out the easements which affect your lands. These easements are usually in favour of various companies like communication companies, utility companies and other entities that require access to the property on a regular basis in order to service their equipment if

need be. If there is another phase to your condominium corporation, usually there will be reciprocal easements that allow owners in both condominium corporations to access each others' common elements.

The schedule is signed by the lawyer who prepared the declaration and the title is certified by that lawyer stating that the condominium corporation does indeed own the land in which the condominium corporation is situated.

### **Schedule “B”**

This schedule of the declaration will really have no impact on anybody in the condominium corporation. It is simply a statement which contains the consent of every person having a registered mortgage against the lands but that any such mortgage is postponed to the declaration and therefore in the event of default the declaration would survive any subsequent proceeding.

### **Schedule “C”**

This schedule is one of the most important schedules that all owners should be aware of. Schedule “C” sets out the boundaries of all units in the corporation. In other words, it describes specifically where the unit ends and where the common elements begin. This is important when determining maintenance and repair obligations and whose responsibility it is to pay for same. While you may find it confusing at first, you should go through the schedule very carefully to fully understand where the boundaries of your unit begin. In most cases, the description of the boundaries will contain phrases such as “the inside surface of the exterior wall” or the “inside surface of the doors, door frames and windows” etc. It is within this schedule that you determine whether or not windows, doors and walls form part of the common elements or whether they form part of the unit. These boundary descriptions have to be read in conjunction with certain sections of the declaration that deal with maintenance and repair obligations. When read together, it will spell out whether the owner or the corporation is responsible for certain repairs to certain parts of the building. In some cases, such as pipes that service more than one unit, although it is within the boundary of the unit, the corporation has the responsibility of

maintenance. This schedule also tells you the boundaries of your parking units and storage and locker units, if these are separately unitized. This schedule is signed by the surveyor who completed the survey of the whole building and who prepared the Description Plan for the condominium corporation. The Description Plan is the survey or drawing of the whole condominium corporation and it illustrates the boundaries of the units and common elements of the corporation.

### **Schedule “D”**

Show me the money!! Schedule “D” sets out each owner’s contribution of common expenses and percentage interest in the common elements. It is these percentages that are used to calculate your monthly common expenses. Every unit in the corporation is listed here. In order to find your unit, you must know your legal description which is set out as a Level # and Unit #. If you do not know your legal description of your unit, you can ask your property management office, or if you have a copy of your reporting letter from your lawyer, it will tell you exactly what your unit number and level number is. Remember your unit number and level number will most likely be different than your suite number. Your suite number is your municipal address, the unit and level number is your legal address and they are different because your level may not necessarily correspond with your suite level. When you find your unit and level number, if you look across, you will see a percentage contribution to common expenses per unit. If you take that number and multiply that by the budgeted amount that the condominium corporation sets each year, then you will be able to determine how your monthly common expenses are determined and you will see exactly how much you are going to be paying per month.

The most common mistake that people make with respect to the review of this schedule is they assume the percentage corresponds to the square footage of their unit. The *Condominium Act, 1998* does require that these common element percentages be linked to size, but rather the only legal requirement is that at the end of this schedule, all of these percentages have to add up to 100% and that is it. So, in other words, the declarant, when drafting this, is free to assign any percentage they want to the units and could give a larger percentage to one unit and a lesser percentage to another unit even though they

are the same size. Normally, they don't do this, and usually it is based on size. Although, it may sound unfair, it is not improper. Many times you will note that the parking spaces and commercial units, such as the recreation centre or the communication control unit will have a very small percentage which obviously means they pay very little common expenses on a monthly basis. You will also note that if parking spaces and storage/locker units are unitized, they will also be listed here and have a corresponding percentage. As you are all no doubt aware, you also pay common expenses for your parking space and storage/locker units if they are unitized.

### **Schedule "E"**

Schedule "E" sets out what comprises the common expenses for the condominium corporation. There is a whole list of things here that is included in your common expenses. This can range from everything from elevators, insurance premiums, water, gas, garbage, maintenance, salaries of the concierge, and generally monies required for maintaining the condominium corporation. In addition, there will also be a catch all phrase at the bottom for any sums of money paid by the condominium corporation for additions, alterations, and improvements to the renovations of the building.

### **Schedule "F"**

This Schedule sets out whether the corporation has any areas deemed to be exclusive use common elements. Exclusive use common elements are parts of the property that, although they are common elements, only a specific unit owner has exclusive use to that common element. The best example of this is balconies. Balconies are always common elements. But the owner of the particular unit with the balcony has the exclusive use to that balcony. What that means is that unit owner and their guests are the only people entitled to utilize the balcony. While normally all owners and guests would have access to any and all common elements, they do not have access to exclusive use common elements. Not every condominium has exclusive use areas and therefore the schedule will be blank or state that there are no exclusive use common elements. This schedule is also signed by the surveyor for the project who will certify where the exclusive use

common elements are. This will be set out in the description plan for the condominium corporation which I referred to above.

### **Schedule “G”**

This is the certificate of the architect or engineer. The architect or engineer certifies that each building on the property has been constructed in accordance with the regulations made under the Act.

As you can see some of these schedules will have no impact on you, however, others have and will continue to have an impact on your day-to-day condominium life. You also have to keep in mind that none of these schedules can be changed or altered without following procedures for amending a declaration as set out in the *Condominium Act, 1998*, which is a very difficult process and not easily achievable. Hopefully, this analysis will give you a better understanding of your Declaration and the make-up of your condominium corporation, and hopefully, it will also make living in a condominium more enjoyable as you now have an understanding why certain decisions are made by your board and where they get the information to make such decisions. An informed community is a happy community.