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CERTIFICATE

YORK CONDOMINIUM CORPORATION NO. 374 hereby certifies that By-Law No. 6 attached hereto was made in accordance with The Condominium Act, R.S.O. 1980, Chapter 85 as amended, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 6 has not been amended and is in full force and effect.

DATED at Toronto, this 26 day of Opin, 1989.

YORK CONDOMINIUM CORPORATION 190, 274

Per Joral J. Jak

Pers M.O. Filipports

THE PROPERTY OF

BY-LAW NUMBER 6

BE IT ENACTED as a By-Law of YORK CONDOMINIUM CORPORATION No. 374 (hereinafter referred to as the "Corporation") as follows:

That the Corporation be and is hereby authorized to enter into a parking lease agreement in the form annexed hereto and with any member of the Corporation respecting those additional perking spaces in the above-ground perking area which have not been designated for visitor perking and are located at 18 Nelson Drive, which are not designated as exclusive common elements in accordance with the registered Declaration of York Condominium Plan No. 374.

DATED at Toronto, this 26day of april, 1983

YORK CONDOMINIUM CORPORATION

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Pers M.C. The Valori.

PARKING	SPACE NO	CAR LICENGE NO.		
		MAKE:	Wo	
		YEAR:	MODEL	
	<u> Parking Le</u>	ASE AGREEM	<u>ent</u>	· -
	THIS ACKEEMENT made in c	luplicate this	day of	, 19 .
BETWEE	L Na		·	
	Lessee's (Name(s)			· ·
	Suite No.			
	Overeinalter called the "Lesse	¢*	•	
			of the	FIRST PART
	- and -			•
	YORK CONDOMINIUM CORE	ORATION NO.	374	
	forcingfier called the "Corpo	ration ⁽¹)		•
			of the sec	COND PART

WHEREAS in accordance with Section 9 of The Condominium Act, R.S.O. 1980, Chapter 89, the Corporation may, by special by-law, lease any part of the common elements, except any part that the Declaration specifies is to be used by the owners of one or more designated units and not by all of the owners;

AND WHEREAS by special by-law, the Corporation has been authorized to enter into the within Farking Lease Agreement with the Lessee and the Lessee has requested that the Corporation provide him/her/them with one parking space being Space No. , located in the above-ground parking area ("the parking area"), forming part of the common elements of York Condominium Plan No. 37h, known municipally as 1 Nellson Drive, Emblocke, for one passenger motor vehicle.

WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) now paid by the Lessee to the Corporation (the receipt of which is hereby acknowledged) and of the mutual covenants herein contained, the parties hereto agree as follows:

- i. The Corporation agrees to provide the Lessee with one additional parking space being Space No. In the parking area for one passenger motor vehicle for a period of one year commencing the day of , 19 to the day of , 19 at a monthly rental of \$ payable in advance to the Corporation on the day of each and every month during the said term.
- 2. The Lessee agrees to park his motor vehicle in Space No. or such other space as the Corporation may designate from time to time and not to occupy or use any other parking space within the parking area.

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- 3. The Lessee agrees to furnish the Corporation with the current licence number, type and make of the motor vehicle which the Lesses proposes to park in the parking area, and such other information as the Corporation may require, and to place on the Lesses motor vehicle a sticker or such other means of identification which the Corporation may require.
- A. The Lesses hereby acknowledges that the Corporation's only obligation to the Lames is to provide the parking space designated as aforesaid and the Lesses hereby releases the Corporation from all claims for damage, less or their, to or from the motor vehicle or contents or any part thereof, or any injury occusioned to or suffered by any occusion.
- 5. The Lessee agrees to comply with such regulations with respect to parking in the parking area as the Corporation shall from time to time imposs.
- 6. In the event that the purking area is rendered unusable by reason of fire or other casualty, the Corporation may terminate this Lease as of the date of said fire or casualty by giving notice to the Lease within thirty (30) days after said date and all obligations of the parties become shall be adjusted as of the date of said fire or casualty.
- 7. In the event that the Lessee shall be in breach of any of the provisions hereof, or any regulations subsequently imposed, this Lease, at the option of the Corporation, may be terminated upon thirty (30) days written notice malled to the Lessee at the address as shown above. Upon termination of the Lesse, the Lessee agrees to surrender presention of the parking space immediately and hereby grants to the Corporation free licence to remove the Lessee's motor vehicle from the parking area to the public street and in doing so, the Corporation shall not be liable for any loss or damage to the Lessee's motor vehicle, articles left therein or accessories due to or occasioned by any cause whatsoever.
- 5. This agreement may be renowed from year to year by the Corporation at the request of the Lessee on the same terms and conditions as hereinbefore set out save the mountly rental which shall be the amount established at that time by the Board and adopted in the budget for the then fiscal year of the Corporation.
- 9. In addition to the remedies herein provided, if the Lesses is in default of his obligations to pay the monthly rental fee, the Lesses irreversibly authorizes and directs the Corporation to add the rental arrears to his proportionate share of common expenses and such amount or amounts from time to time outstanding shall be decreed to be additional contributions to common expenses and collectable by the Corporation in accordance with section 32 of The Condominium Act, R.S.O. 1980, Chapter 84.
- 10. This agreement shall not be assignable by the Lessee without the express written consent of the owner which may be arbitrarily withheld provided, however, that

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such consent may not be orbitrarily withhold in the event of a transfer and sale of the above-noted unit to a purchaser who is intending to reside in the unit.

IN WITNESS WHEREOF the Leases has executed this agreement and the Corporation has affixed its corporate seal hereto under the hands of its duly authorized officers in that behalf.

. WITNESS:

YORK CONDOMINIUM CORPORATON NO.374

c/s

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CHUMDA.

In the Matter of the Condominium act, R.S.O. 1980, Chapter 84, an anonded

AND IN THE HATTER of a Special By-Law of York Condominium Corporation No. 374 filed as Instrument Bo. in the Constitution Index for the said Condominium Corporation

To Wit:

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Bu Bolemnly Berlare, that

(1) I sathe of York Condeminium Corporation

No. 174 and as such have knowledge of the facts hardinafted deposed to.

(2) The within Parking Least Agreement was authorized by

a special By-Lev of York Condeminium Corporation No. 374 , passed

in accordance with Section 9 of The Condeminium Act, R.S.O., 1980, Chapter 84,

as smeaded.

AND I make this selemn Declaration conscientiously believing it to be true, and knowing that it to of the vame force and effect us if mude under oath and by vixtue of the Capada Buildenes Act.

Declared before me at the

day of

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of

this

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York Condominium Corporation NO, 374

BY-LAW'NO. 6

HORRES/BRIGHT/ROSE Strikkes and Solicitors 2600 York Centre, 195 King Street West

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States office for The Land Rives Directors of the Land States of the Land Resident Departs

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