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ARIA HOMEOWNERS ACCOCIATION
ANNUAL GENERAL MEETING MINUTES

LOCATION: West Kelowna Yacht Club
4111 Gellatly Road
West Kelowna, BC.
V4T 2K2

DATE: June 3rd, 2026
MEETING START TIME: at 5:30pm.

1. **Certify proxies & establish a quorum:** Attendees were signed in and proxies were verified. At the time of the meeting there were **52** attendees, **43** in person and **9** by proxy. This did not constitute a quorum; therefore the meeting was adjourned and reconvened and called to order at **5:40pm.**

2. **Elect a chairperson, if necessary:** Board President Karen Luniw was in attendance and chaired the meeting.

3. **Record proof of notice of meeting:** The notice package was delivered on or before May 14th, 2026.

4. **Approve the Agenda:** Motion and second to approve the agenda. **Carried by a clear majority.**

5. **Approval of the minutes to the AGM June 26, 2025: (Distributed with the notice package).** It was noted that the notice package agenda read 2026 and was corrected at the meeting to read 2025. Motion and second to approve June 26, 2025, annual general meeting minutes. **Carried by a clear majority.**

6. **Ratify any new rules (Majority Vote):** N/A

7. **Reports:**
   a. **President's Report:** Provided prior to the meeting.

   b. **Review of financials to March 31, 2026: (Distributed with the notice package).**

   c. **Report on Insurance Coverage: (Distributed with the notice package).** Owners are reminded that they are responsible to insure for any betterments or upgrades to their unit and be sure your personal policy covers the strata deductible in the event of a loss. Owners were also encouraged to discuss live out coverage in the event of a large loss where they would be out of their home for an extended period.

8. **Approve the budget for the 2026/2027 fiscal year: (Majority Vote) (Distributed with the notice package).** Motion and second to amend the budget by:
Removing $15,000 from water and $15,000 from sewer, adding $3,303.86 to the management fee for PST, and offsetting the contingency reserve fund with the difference totaling $114,106. **Carried by a clear majority.** These changes still balance with a no strata fee increase for this year.
Motion and second to approve the budget as amended. **Carried by a clear majority.**

9. **New Business:**

    a. **<u>RESOLUTION #1 – (Majority Vote) CRF Expense: Depreciation Report</u>**

    Motion and second to approve resolution #1.

    BE IT RESOLVED BY Majority Vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; spend up to $5,500 plus tax and 10% contingency from the contingency reserve fund for the purpose of acquiring a depreciation report as required by law. Any unused funds will remain in the CRF.

    Upon vote: ***Carried by a clear majority.***

    b. **<u>RESOLUTION #2- (¾ Vote): Bylaw Amendment Smoking</u>**

    Motion and second to approve resolution #2.

    BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; wish to amend their bylaws as follows:

    Part 3. Conduct and Use of Property

    Division 3. Use of Property

    (Repeal Current):

    24. Smoking is only permitted in designated smoking areas as determined by the board of directors. Otherwise, smoking or use of an e-cigarette or vaporizer is not permitted within any Lot, anywhere within enclosed or partially enclosed portions of common property, including limited common property, within structures which are entirely comprised of common property, within 6 meters (or such greater distance as required by law) of window, door or air intake other than a window, door or air intake serving only the strata lot occupied by the smoker. Smoking is not permitted within any vehicle(s) owned or obtained by the Aria Apartments Homeowners Corporation as a common asset. For greater clarity, under this bylaw:

(Replace with):

24. The ARIA buildings and common property are all NON-SMOKING areas as determined by the board of directors. Smoking (includes e-cigarette or vaporizer) is only permitted in the designated smoking area - the designated Gazebo. Smoking is not permitted within any vehicle(s) owned or obtained by the Aria.

Upon vote: ***Carried by a clear ¾ vote approval.***

c. RESOLUTION #3 – (¾ Vote) Bylaw Amendment Parking

Motion and second to approve resolution #3.

BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; wish to amend their bylaws as follows:

Part 6. Common Facilities

Division 1. Vehicles, Roads and Parking

57. Vehicles and Roads Generally

(Repeal Current):

(5) Vehicles within the registration plan must not be permitted to leak fluids such as fuel, oil or antifreeze, or produce unreasonable exhaust smoke or pollution.

(Replace With):

(5) Vehicles within the registration plan must not be permitted to leak fluids such as fuel, oil or antifreeze, sustain flat tires, be a long term storage location for vehicles (longer than 6 months without Board approval), appear abandoned, or produce unreasonable exhaust smoke or pollution. Due to the high risk of damage to the membrane and concrete surface of the underground parking garage, vehicles equipped with studded tires are prohibited from entering or parking in the underground parkade at any time. Any owner, tenant, or visitor who causes damage to the parkade membrane or surface coating due to studded tires will be held solely responsible for the full cost of repairs, including professional repairs to the waterproof membrane.

59. Parking Assignments

(Repeal 6 c):

(6) Visitors' Vehicles:
a. Visitors' vehicles must be parked in a designated visitor parking area (if any), and otherwise must park outside the bounds of the registration plan;
b. All visitors' vehicles must prominently display a visitor parking pass;
c. It is the responsibility of owners, tenants and occupants to ensure that their visitors' vehicles parked in any visitor parking area overnight have the written permission of the Homeowners Corporation; this includes but is not limited to a valid visitors parking pass which allows 48 hours of consecutive parking for a visitor. If more that 48 hours is required the resident of the unit must request an extended 5 day parking pass from the Homeowners Corporation. Under extenuating circumstances parking beyond 5 days is granted only at the discretion of the Homeowners Corporation. Failure to display a valid parking pass in a vehicle parked in visitor parking will result in the vehicle being towed, and;

(Replace with):

c. It is the responsibility of owners, tenants and occupants to ensure that any visitor vehicle parked in visitor parking displays a valid visitor parking pass. A visitor parking pass permits a maximum of 48 consecutive hours of parking. Visitor parking is intended for short-term guest use only and may not be used for resident or long-term parking. If more that 48 hours is required the resident of the unit must request an extended 5 day parking pass from the Homeowners Corporation. Under extenuating circumstances parking beyond 5 days is granted only at the discretion of the Homeowners Corporation. Failure to display a valid parking pass in a vehicle parked in visitor parking will result in the vehicle being towed, and;

Upon vote: ***Carried by a clear ¾ vote approval.***

d. **RESOLUTION #4 – (¾ Vote) Bylaw Amendment Affixing, Planting or Placing items within Common areas**

Motion and second to approve resolution #4.

BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; wish to amend their bylaws as follows:

Part 7. Repair, Maintenance and Alterations

Division 2. Affixing, Planting or Placing items within Common areas

(Repeal 65 & 66):

65. Anything affixed to the exterior of a building, or to common areas or exclusive use areas constitutes an alteration, subject to the alteration bylaws herein; except for signage or holiday lights placed in strict accordance with these bylaws.

66. Holiday lights and decorations are permitted within exclusive use areas or in a unit such that they are displayed to the unit exterior; only on the following conditions:
(1) All such items must be reasonably subdued and maintained in safe and orderly condition.
(2) No moving or audible components are permitted.
(3) Any lighting elements must be turned off by 11:00 p.m. and remain off until 7:00 a.m. each day.
(4) Such items may not be placed more than four weeks before the holiday to which they relate, and must be removed no later than four weeks after the holiday to which they relate. Placement and removal of items must be performed reasonably within these parameters, weather permitting.
(5) Such items may only be attached temporarily using cable ties or similar removable materials, and may not be permanently affixed. No portion of the property may be damaged by placement or removal.
(6) Any such items must be removed or modified within twenty four hours of a request by the Board of Directors, if the Board of Directors finds that they have been placed in contravention of this bylaw.

(Replace with):

65. Anything affixed to the exterior of a building, or to common areas or exclusive use areas constitutes an alteration, subject to the alteration bylaws herein; except for signage or decorative lights placed in strict accordance with these bylaws.
66. White Decorative lights, white string lighting, solar/laser lights and decorations are permitted within exclusive use areas throughout the year or in a unit such that they are displayed to the unit exterior including colour decorative lights/string lighting for ethnic holidays and cultural observances; only on the following conditions:
(4) is removed.

Upon vote: ***Carried by a clear ¾ vote approval.***

e. <u>**RESOLUTION #5 – (¾ Vote) Bylaw Amendment Move In and Out**</u>

Motion and second to approve resolution #5.

BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; wish to amend their bylaws as follows:

Part 4. Conveyance and Occupancy

Division 4. Moving and Changes of Occupancy

(Current):

54. Fees for Move in or Move out
(1) The following user fees must be paid to the Homeowners Corporation for the use of the common property for the movement of furnishings and personal effects related to a change in occupancy or residency:
a. A $200.00 non-refundable fee must be paid at the time of move-in; (Approved at the AGM of July 6, 2023)
d. Elevator doors may not be kept open, except with the use of the elevator service key;

(Add):

1. All moves regardless of being on the ground floor (in or out) must be authorized using the appropriate form on the ARIA website no less than two days prior to the move. Any unauthorized moves/use of the elevator will result in a $200 fine in addition to the $200 fee for move in/move out.
   a. An additional fee of $40.00 per hour or part thereof will be charged for any move that exceeds four hours;
   b. An additional fee of $75.00 is to be paid for each additional day of moving after the first day; and
   c. An additional fee of $75.00 is to be paid for moves occurring on Sundays and/or Holidays.
   (2) In addition, such use must be subject to the following conditions:
   d. Elevator doors may not be kept open, except with the use of the elevator service key; See 54 (1) re fee if this is not followed.

Upon vote: ***Carried by a clear ¾ vote approval.***

f. RESOLUTION #6 – (¾ Vote) CRF Expense: Elevator Hydraulic Oil

Motion and second to approve resolution #6.

BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; spend up to $16,142 plus tax and 10% contingency from the contingency reserve fund to have the elevator hydraulic oil replaced in all three buildings. Any unused funds will remain in the CRF.

Upon vote: ***Carried by a clear ¾ vote approval.***

g. RESOLUTION #7 – (Majority Vote) CRF Expense: Electrical Planning Report (ERP)

It was noted that the voting threshold for Electrical Planning Report is a Majority Vote and not at ¾ vote pursuant to the Strata Property Act. Motion and second to approve resolution #7.

BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; spend up to $11,812.50 plus tax and 10% contingency from the contingency reserve fund for the purpose of acquiring an electrical planning report as required by law. Any unused funds will remain in the CRF.

Upon vote: ***Carried by a clear majority.***

h. **RESOLUTION #8– (¾ Vote) CRF Expense: Additional Cameras to Cover Blind spots**

Motion and second to approve resolution #8.
BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; spend up to $4,991.70 plus tax and 10% contingency from the contingency reserve fund to install additional Cameras to cover blind areas. Any unused funds will remain in the CRF.

Upon vote: ***Carried by a clear ¾ vote approval.***

i. **RESOLUTION #9– (¾ Vote): Sale of Asset- Riding Lawn Mower**

Motion and second to approve resolution #9.

BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; wish to list the riding lawn mower for sale with proceeds going to the industrial carpet cleaner if approved or into the operating account as a revenue to land and lot.

Upon vote: ***Carried by a clear ¾ vote approval.***

j. **RESOLUTION #10– (¾ vote): Purchase of an Asset- Carpet Cleaner**

Motion and second to approve resolution #10.

BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; spend up to $7,828.67 plus tax and 10% contingency from the contingency reserve fund to purchase an industrial carpet cleaner. Any unused funds will remain in the CRF.

Upon vote: ***Carried by a clear ¾ vote approval.***

k. **RESOLUTION #11– (¾ Vote): Stamped Concrete**

Motion and second to approve resolution #11.

BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; spend up to $8,457 plus tax and 10% contingency from the contingency reserve fund to complete stamped concrete repairs at B3. Any unused funds will remain in the CRF.

Upon vote: ***Carried by a clear ¾ vote approval.***

l. <u>**RESOLUTION #12– (¾ Vote): Garage Doors**</u>

Motion and second to approve resolution #12.

BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; spend up to $2,241 plus tax and 10% contingency from the contingency reserve fund to section replace/maintenance the garage doors at B2 and B3. Any unused funds will remain in the CRF.

Upon vote: ***Carried by a clear ¾ vote approval.***

m. <u>**Resolution #13 - (¾ Vote) Bylaw Amendment Consent to Act as a Director**</u>

Motion and second to approve resolution #13.

BE IT RESOLVED BY ¾ vote resolution of The Owners of the ARIA Apartment Homeowners Corporation; wish to amend their bylaws as follows:

Part 11. <u>Meetings and Governance</u>
Division 2. Composition and Election of the Board of Directors

(Current)
92. Officers
(1) At the first meeting of the Board of Directors after it is elected, the Board of Directors must appoint, from among its members, a president, a vice president, a secretary, a treasurer and a privacy officer. The appointments shall be determined by majority vote.
(2) A person may hold more than one office at a time, except that no person may simultaneously hold the offices of president and vice president.
(3) The vice president has the powers and duties of the president:
a. While the president is absent or is unwilling or unable to act; or
b. For the remainder of the president's term if the president ceases to hold office.
(4) If an officer other than the president resigns or is unwilling or unable to act in their assigned role for a period of two or more months, the Board of Directors members may appoint a replacement officer from among themselves for the remainder of the

term.

(Proposed To Add):

(5) Board of Directors (Strata Council) Code of Conduct. This document will be printed and signed at the start of a Director's term. Signed documents will be uploaded and filed with Aria's records.

1. Purpose and Scope

The Strata Council acts on behalf of all owners to manage common property and enforce bylaws. This Code of Conduct outlines the standards of behavior expected of council members to ensure honest, transparent, and respectful governance.

2. Standard of Care and Ethical Behavior

Each Council Member agrees to:

- Act in Good Faith: Act honestly and in the best interests of the entire strata corporation, not for personal gain or the interests of a specific group.
- Exercise Diligence: Act with the care, diligence, and skill of a reasonably prudent person, including attending meetings and reviewing financial/maintenance documents.
- Comply with Laws: Adhere to the *Strata Property Act*, Regulation, the Corporation's bylaws, and the *Personal Information Protection Act* (PIPA).

3. Conflict of Interest

- Disclosure: Promptly disclose any direct or indirect interest in a contract or transaction with the strata corporation (e.g., a council member's company bidding on a landscaping contract).
- Abstention: Abstain from voting on matters where a conflict of interest exists.
- Withdrawal: Leave the meeting while the conflicted matter is being discussed and voted upon.

4. Confidentiality and Information

- Privacy Protection: Protect personal information of owners and residents, including telephone numbers, email addresses, and financial information.
- Confidential Matters: Keep confidential any legal advice, contract negotiations, or sensitive bylaw enforcement discussions.
- Records Access: Support an owner's right to access records under Sections 35 and 36 of the SPA, while protecting information deemed private under PIPA.

5. Meetings and Decorum

- Respectful Dialogue: Conduct themselves in a professional manner, treating other council members, owners, residents, and managers with dignity.
- Meeting Decorum: Not interrupt others, avoid personal attacks, and stop speaking when the Chair seeks order.
- Collective Decision-Making: Accept that the council acts as a whole. While disagreements are allowed, members should support the majority vote once made, or note their dissent in the minutes.

6. Prohibited Conduct

- No Special Privileges: Not use their position to seek special treatment, such as waiving fines for themselves or family members.
- No Harassment: Not engage in bullying, harassment, or defamatory language towards owners, staff, or contractors.

- No Individual Authority: Not act on behalf of the council unless specifically authorized to do so by a council vote.

7. Internal Communication

- Respectful Dialogue: Council members shall communicate with each other in a courteous and professional manner, focusing on the business at hand rather than personal differences.
- Email Etiquette: Council business via email should be treated as a permanent, discoverable record. Avoid unprofessional, discriminatory, or inflammatory language
- Single Voice Protocol: Official communication to all owners should come from a designated member (e.g., President or Secretary) or the Property Manager to avoid contradictory messages.
- Directives in Writing: To avoid confusion, directions to the strata management company should be in writing from a designated council member.
- Respectful Interaction: All council members must treat strata managers and service providers with respect, avoiding bullying or unreasonable demands.

8. Breach of Code of Conduct

- If a council member is believed to have breached this code of conduct, the following steps will occur:
    - A review of the breach will be conducted by the remaining council members. Once a decision is agreed upon, a formal letter will be issued to said council member and kept as part of the records of the strata corporation.
    - If a council member incurs three (3) formal letters pertaining to breaching codes of conduct identified under the **Board of Directors (Strata Council) Code of Conduct**, this council member will be removed from the Board of Directors.
    - The owners will be advised accordingly.

Council members agree to uphold all items listed under the **Board of Directors (Strata Council) Code of Conduct.** Please complete and sign the section below to confirm agreement to these terms.

Council Member's Name ____

Council Member's Term ____

Current Date ____

Council Member's Signature ____

Upon vote: ***Carried by a clear ¾ vote approval.***

10. <u>Discussion:</u>

<u>a)</u> **<u>Elevator Doors:</u>** Owners were provided with information on elevator door updates and future proposals for approval.

<u>b)</u> **<u>Fire Panels B1 & B2</u>** Owners were provided with information on the fire panel updates.

11. Election of Board Members/nominations from the floor.

The following individuals have put their name forward for election
Karen Luniw
Susie Farmer

Trish Fenton
Sue Jones
Sandi Atkinson
Alicia Bliskis
Deb Leys

The floor was opened for nominations. There were no nominations. Motion and second to cease nominations. **Carried by a clear majority.**

Motion and second to approve all nominees to Board Membership for the 2026-2027 fiscal year. **Carried by a clear majority.**

12. Termination of the meeting: The Chair terminated the meeting at 7:01pm.