

Kuau Bayview Grievance Procedures

This Board's goal is to establish an efficient, democratic system that minimizes costs and reduces the need for enforcement by making information available, understandable, and reasonable. We would like to think that our owners are responsible and considerate enough to govern their own actions if they understand what the rules are. The Board prefers not to intrude upon the owners' lives unless necessary to get feedback for important decisions.

As much as is possible, we as a community would like to avoid contentious relationships between owners and we encourage everyone to try to resolve issues in a proactive way. Only if the issues cannot be resolved by the affected neighbors, the Board may step in to enforce the DCCRs. The Kuau Bayview Declaration of Covenants, Conditions, and Restrictions (DCCRs) are intended to preserve the quality of life in our neighborhood and our community. They serve their purpose only if they are enforced fairly and consistently. In the case of an unresolved covenant violation, the Board will have no recourse but to apply the following procedures:

1. An informal 'Notice of Violation' email or letter will be sent to the Offender allowing 15 days to respond to the complaint and/or correct the violation.
2. If the Offender wishes to discuss an issue or make arrangements for compliance, he should send an email to the Board at hoa@kuaubayviewmaui.com within 15 days of the notice date, or place a note in the drop box at 37 Kaiea Place.
3. IF the Board determines that it is a valid complaint, and after considering the Offender's response, a formal 'Notice of Violation' will be emailed warning of a \$100 fine if not corrected within 30 days. In some cases, the 15 and 30 day notices are concurrent, such as when there is no doubt about the violation and no possible grounds to excuse it.
4. At 30 days a \$100 fine may be levied. If the violation is not corrected after 60 days, the fine will be \$201. The fine will increase by \$100 per month (plus interest) until resolved;
5. After 45 days, if there remains any unpaid balance, the account may be turned over to Association Dues Assurance Corporation (ADAC), an attorney-run agency that specializes in HOA collections and works on a contingency basis, or other legal steps may be taken.
6. Offender will be responsible for all costs incurred in remedying a violation & collecting the fines, including mailing, attorney, filing, and court costs (DCCRs p7, 8f & p14, 11b iii).
7. The Association has the right, without liability, to enter the Offender's Lot & perform at the owner's expense any work required to bring the Lot into compliance [[DCCRs 10\(e\) & 11\(b\)\(i\)](#)]. No entry onto private property will be made without first attempting to contact the owner. If the violation concerns County land, no notice is required.
8. Fines for subsequent violations of the same offense may be higher.
9. Any unpaid balance owing to the HOA is subject to a late fee of \$15 per month. In addition, interest accrues on overdue amounts at 1% per month simple interest (DCCRs p7, 8e).
10. Please make checks payable to 'Kuau Bayview' and mail to 37 Kaiea Place, Paia, HI 96779, or else place in the Kuau Bayview drop box at the same address.
11. Fines are in addition to requirements that owners comply with all governing documents. Payment of fines does not excuse owners from correcting any ongoing violations.
12. Owners with an outstanding balance owing to the Association, or who are in a state of violation, may have their voting rights suspended until the account is cleared and the violation is corrected. It is Board policy to effect a rent intercept on rental properties of delinquent owners.
13. Please note that owners are responsible for violations committed by their tenants and will have to pay all fines and then collect from the tenants. It is the owner's responsibility to include in their lease agreement a statement signed by their tenants acknowledging that they have read and agree to abide by the Kuau Bayview Rules, DCCRs, and HOA Policies & Procedures.

14. In keeping with County policy, the Board will not accept anonymous grievances; however, the names of Complainants, will be treated with the strictest confidence by the Kuau Bayview Board and Grievance Committee members for fear of reprisal.
15. If you are aware of a violation in the neighborhood that does not affect you but may be adversely affecting someone who is afraid to speak up, please alert a Board member and someone will take a look to see if action is needed.
16. Kuau Bayview should endeavor to be good neighbors to each other as well as to the community at large. Valid grievances brought to the Board's attention by renters and/or non-KB neighbors will be adopted by the Board and given equal weight to ensure consistent treatment of KB covenant violations, ie. some owners should not be excused from compliance, or offered preferential treatment, because their lot location results in their violations affecting only the lives of renters or non-KB neighbors. We should take responsibility for the effects our owners have on the neighborhoods around us.
17. Before filing a grievance, please refer to the full text pertaining to the suspected violation in the [complete DCCR document](#) available on the KB website to ensure that you are interpreting the rules accurately. If you have any questions, please do not hesitate to ask the [Grievance Committee](#).