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**Precon No Show Policy**

WASA will attempt to reschedule if the Unit owner is not available to attend the initially scheduled preconstruction meeting.

Even if no owner or agent is present at the rescheduled time of the preconstruction meeting, the meeting will proceed without the unit owner. The unit owner’s right to dispute, confirm, or supplement the unit condition and any other comments as shown on the WASA pre-construction report will be deemed waived. The unit owner’s opportunity to receive essential information particular to their unit, which would only become available during the preconstruction meeting, will be deemed waived.

Access will be provided by an Association security officer, by using the unit key which is in the Association’s possession.  If the Association does not have a key to that unit, a locksmith will be called, and the costs associated therewith will be charged back to the unit account.

If the unit owner will be represented by their agent at the preconstruction walk through, the unit owner is required to submit a written notice to the Association regarding who they are appointing as their authorized agent and specify the limitations of that agent’s authority.  The unit owner shall send a written letter or email to the management office authorizing the designated agent along with a detailed specification of responsibilities to:

Yacht Harbor Towers

1600 Ala Moana Blvd

Honolulu HI 96815

yhtgm@yachtharbortowers.org

**Denied Access Policy**

HRS Section 514B-137(a) states, “Each unit owner shall afford to the association and the other unit owners, and to employees, independent contractors, or agents of the association or other unit owners, during reasonable hours, access through the owner’s unit reasonably necessary for those purposes.”  The Project Overview informed the unit owners that whether an owner, tenant, or agent attends the preconstruction meeting, the work will start pursuant to the schedule.

If TCS, Association, or WASA anticipate that there will be a unit owner who is inside the unit who will be blocking WASA from conducting work, AOUO counsel will be notified as soon as suspected so that legal can commence legal notice to the unit owner.  If this situation arises during construction, AOUO counsel will be notified.  The final resort after legal notice, then legal demand, is filing legal action.

**DELAY FEES:**

The AOUO shall compensate Wasa for interference with, and/or delay, postponement or canceling of the Work, caused by act or omission of residents, Unit owners, guests of the Unit, or a Unit owner's agents or representatives, as follows:

Delayed / interfered access of two hours or less per day: $450.00/hour.

Delayed / interfered access over 2 hours per day: $2,800.00 (the above hourly

fee would not be additionally applicable).

The Unit owner should anticipate that any delay fees charged to the AOUO will in turn be charged to the owner of the Units to which access is delayed. Hourly delay fees will be calculated in five-minute intervals. The delay fees are liquidated damages and shall not be construed as a penalty.