

**Architectural Control Committee (ACC) Specifications**

**Standard 04**

**Air Conditioner**

**September 02, 2021**

**GENERAL**

This document details the requirements for installing a whole-house air conditioning system. Window and single-room air conditioners are not allowed.

**PROCEDURE**

1. A copy of the complete installation plan is to be submitted with an Architectural Control Committee Application. After receipt of tentative approval from the ACC for the installation, the contractor may then proceed to the City of Huntington Beach to obtain a permit. As per the CC&R's, owner-builders are not allowed.
2. All work must be done by a licensed and insured contractor, who shall have read and signed a Contractor Acceptance Agreement, attached.
3. **The exterior condenser unit is to be installed on the Owner's patio area/balcony, not in Common Area. The height of the condenser may not exceed the height of the patio fence.** The ACC also reserves the right to establish limitations on the BTU's and other technical components of the system as technology develops over time. Currently an 18 SEER condenser is higher than a 4' fence. Strong consideration is advised for Owners to seriously discuss the high costs of installing this high efficiency unit with their contractor and the ACC before agreeing to install such a high efficiency unit.
4. The condenser unit, its location, and barriers (if necessary) must minimize sound levels at neighboring residential units. The estimated sound pressure level (SPL) inside of the open window of any neighboring residential unit must not exceed 48 dB(A) as determined by the Air Conditioning and Refrigeration Institute (ARI) Standard 275. Calculations supporting such compliance must be included with the application. If necessary, actual A-weighted SPL's must be measured with a sound level meter after installation is complete. (Most AC salespersons will do this for you.)
5. Replacement of the existing interior forced air unit (FAU) with a unit designed for both heating and air conditioning is recommended. If not, the cooling coils shall be installed within the existing FAU. If a new FAU is installed, it shall be located in the same closet space as the existing FAU.
6. All existing heating ducts in the attic must be replaced with new flexible ducts sized and insulated to support both air conditioning and heating (unless this has already recently been done). The new ducts must meet the requirements of the current version of Maintenance Specification for Ductwork (available at the Management office) with the stipulation that duct sizes may be enlarged as necessary to accommodate air conditioning. **A contractor-signed copy of Maintenance Specification for Ductwork must accompany your application.** Ducts must meet current city requirements for air conditioning. New ductwork type and size must be indicated on your plans.
7. Refrigerant lines connecting the condensing unit and evaporator coil / FAU must be installed in a raceway located wherever least visible and painted per the current versions of Maintenance Specifications for Exterior Painting (available at the Management office).

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Location of raceway should be shown on your plans. Please provide pictures of the exterior of the unit with appropriate markup drawings in a bold color depicting where raceways will be installed. All refrigerant line raceways should be sealed at the bottom with wire mesh to prevent rodent access. The refrigerant line penetration into the attic should be sealed with a spray foam. The top of any raceway, if not shielded by a roof overhang eave, should be caulked on the top and sides extending 6" past the penetration through the envelope to ensure no water infiltration.

8. **Drain lines from the cooling coils at or in the FAU must drain to an approved plumbing fixture (i.e., washer drains, sink drains) or to the exterior in a sleeved gravel filled dry well, Details of these drain lines must be shown on your plans. Pictures of details should be attached if not appropriately depicted in the 2D plot plans provided by the Landmark Association. 1/8" wire mesh shall be installed at the bottom of raceway to prevent rodent access with the top of drain line appropriately spray foamed or caulked depending on application.**
9. The Owner must sign an Architectural Control Committee Application which includes, but is not limited to, the maintenance of the installation and any damage to the building or foundation or walls caused by the installation. This includes the new flexible ducts in the attic and any condensation from those ducts.

**HUNTINGTON LANDMARK**  
**20880 Oakridge Lane – Huntington Beach, CA 92646**  
**Architectural Control Committee (ACC) Application and Use Permit Agreement (UPA)**

ACC Standard Number and Name: (Note: Complex projects may require multiple applications)	
Owner Name:	Date:
Address and Unit #:	
Home Phone #:	Mobile Phone#:
Email:	Unit Model:

1. Scope of work:


2. I have read and understand the Specifications applicable to my request. It is my responsibility to provide the Specifications to my contractor and be sure they read and understand them. I understand that my contractor needs to read and sign the Contractor Acceptance Agreement and that it is for my protection.
3. I understand and acknowledge that any damages to Association property resulting from actions of the contractor I hired are my responsibility and I will be held liable, which may include removal of the improvement and/or repairs to be done at my cost.
4. I understand the entity performing the work must be properly licensed and insured.
5. I understand that in certain major structural alterations the Association may need to bring in the services of an outside consultant for evaluation of plans, to monitor progress, perform final inspections, etc. and in such instances I, the owner, will be held financially responsible.

Owner Signature:	Date:
Contractor Name:	License #:
Contractor Address:	Contractor Phone#:

**\*\*\*\*\*BELOW FOR ACC USE ONLY \*\*\*\*\***

Tentative Approval by:	1.	2.	Date:
Waiting to Receive:			
Application Denied by:	1.	2.	Date:
Approved to Commence by:	1.	2.	Date:
Final Inspection and Approval by:	1.	2.	Date:

## CONTRACTOR ACCEPTANCE AGREEMENT

Owner Name:	Address and Unit #:
Standard Number and Name:	
Scope of Work:	

As Contractor for the above stated project, I certify that I have read all the applicable Architectural Control Committee (ACC) Standards and Maintenance Standards for the work I have been hired by the Unit owner to perform, I understand them, and I am able to comply with all items.

I understand that the ACC or their representative will inspect all work I have done when the owner notifies Management that they have been completed.

Further, I understand that should I fail to meet all requirements described within the Standards, I am required, **at my expense – not that of the owner who hired me**, to make necessary changes and corrections to bring the work into compliance.

I am providing my *Certificate of Worker's Compensation* or a letter declaring sole proprietorship, including a statement describing exemption due to "no employees" for the project file.

I am providing **two Certificates of Liability Insurance** and the **Additional Insured Blanket Endorsement** for the project file with each certificate naming one of the following:

1. **Seabreeze Management**  
26840 Aliso Viejo Parkway Suite #100  
Aliso Viejo, CA 92656

And

2. **Huntington Landmark**  
20880 Oakridge Lane  
Huntington Beach, CA 92646

Contractor Printed Name and License #:
Contractor Signature and Date:
Owner Signature and Date:

Owner Printed Name:	Unit #:
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## STANDARD CONTRACTOR REQUIREMENTS

1. All work is to be performed by a licensed and insured contractor per California law.
2. A copy of the pertinent ACC Standards, the ACC approval letter and the City of Huntington Beach permits must be kept available on the job site for the duration of the project.
3. All trash and material generated at the project site must be transported out of Huntington Landmark property by the contractor. Trash and material from the project cannot be placed in Association trash containers – the owner is responsible for all costs to remove trash and material is found in Association trash containers.
4. The term “contractor” includes their employees, agents, subcontractors, suppliers, and any other person under their cognizance.
5. Work hours are designated Monday through Saturday, 7:30 am to 6:00 pm with the exception of emergencies.
6. No unnecessary noise, radios, or boom boxes – be considerate of other residents.
7. Safety cones, yellow tape and any other type of precautionary items are to be in place by contractor at and around the project site when necessary.
8. Construction site must be left clean each day.
9. Construction items such as sand, cement, and dirt must not be placed on streets, walkways, or grass without protective underlying ground cover in place.
10. Parking restrictions, fire lanes, and speed restrictions must always be observed and respected.
11. Contractors are to park on the street – not in Resident-only parking spaces adjacent to the garages.
12. Contact security at the Atlanta gate if you are unsure where to park.
13. No signs advertising the contractor may be posted at any time.
14. All contractor vehicles must be clearly identified with signage indicating to whom they belong. A dashboard permit must be obtained at the Atlanta gate security.
15. Owner must provide a copy of these requirements to their contractor.

Contractor Signature:	Date:
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> COMPANY NAME ADDRESS PHONE	<b>CONTACT NAME: INSURER</b> PHONE (A/C, No, Ext): XXX-XXX-XXXX FAX (A/C, No): XXX-XXX-XXXX E-MAIL ADDRESS: person@email.com <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: CARRIER NAME</td> <td>XXXX</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CARRIER NAME	XXXX	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: CARRIER NAME	XXXX														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  CONTRACTOR INFORMATION ADDRESS PHONE															

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<b>GENERAL LIABILITY</b>	X		Policy # xxxxxxxx	05/01/2020	12/31/2020	EACH OCCURRENCE \$ X000000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ X00000.00
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ X0000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ X000000.00
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED RETENTION \$						\$
X	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			Policy#XXXXXXXXXX	01/01/2020	12/31/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ X000000.00 E.L. DISEASE - EA EMPLOYEE \$ X000000.00 E.L. DISEASE - POLICY LIMIT \$ X000000.00
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**
**CANCELLATION**

Seabreeze Management 26840 Aliso Viejo Parkway Suite 100 Aliso Viejo, CA 92656	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Rep. Signature
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DATE (MM/DD/YYYY)  
01/01/2020

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: INSURER	
COMPANY NAME		PHONE (A/C, No, Ext): XXX-XXX-XXXX	FAX (A/C, No): XXX-XXX-XXXX
ADDRESS		E-MAIL ADDRESS: person@email.com	
PHONE		INSURER(S) AFFORDING COVERAGE	
		INSURER A : CARRIER NAME	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED		NAIC #	
CONTRACTOR INFORMATION		XXXX	
ADDRESS			
PHONE			

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY	X		Policy # xxxxxxxx	05/01/2020	12/31/2020	EACH OCCURRENCE \$ X000000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ X00000.00
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ X0000.00
							PERSONAL & ADV INJURY \$ X000000.00
							GENERAL AGGREGATE \$ X000000.00
							PRODUCTS - COMP/OP AGG \$ X000000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						BODILY INJURY (Per person) \$
	AUTOMOBILE LIABILITY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ANY AUTO						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		Policy#XXXXXXXXXX	01/01/2020	12/31/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ X000000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ X000000.00
							E.L. DISEASE - POLICY LIMIT \$ X000000.00

DATE	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
01/01/2018	...
02/01/2018	...
03/01/2018	...
04/01/2018	...
05/01/2018	...
06/01/2018	...
07/01/2018	...
08/01/2018	...
09/01/2018	...
10/01/2018	...
11/01/2018	...
12/01/2018	...

## CANCELLATION

<p>Huntington Landmark 20880 Oakridge Lane Huntington Beach, CA 92646</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE Rep. Signature</p>



## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.