

Exhibit C

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February 16, 2024

PROPERTY OWNER: MARTIN GARY A TR

MAILING ADDRESS: 680 W SHAW AVE., STE 200, FRESNO, CA 93704

LOCATION: **LOT:** 20 **BLOCK:** 217 **SUBDIVISION:** MPCC

ASSESSORS #: 008-221-017-000

PROPERTY ADDRESS: 3945 RONDA RD., PEBBLE BEACH, CA 93953-2724

PROJECT TYPE: 124 SF KITCHEN ADDITION & 100 SF COVERED DECK. REMOVE 38 SF HALLWAY, 48 SF SHED AND 40 SF UTILITY ROOM. REPLACE ALL WINDOWS. REMOVE STONE CLADDING FROM FRONT ELEVATION. NEW FRONT PORCH AND CLADDING AT FRONT DOOR. REMOVE STUCCO CAP AT FRONT FENCE PIERS AND ADD STONE CLADDING. REPLACE (E) WOOD FENCE AND GATES AT FRONT W/ WROUGHT IRON. RECONFIGURE 2100 SF OF STONE PATIOS. DECREASE BUILDING COVERAGE FROM 25.5 TO 25.2%. DECREASE FLOOR AREA BY 2 SF. REPLACE WOOD GATES. RELOCATE EMERGENCY GENERATOR.

Del Monte Forest Architectural Review Board ("ARB") is in receipt of an application for the Project Type described above at the above-mentioned property (the "Plans"). I'm pleased to report that preliminary approval was granted by ARB as of February 8, 2024, contingent upon compliance with the following standard conditions:

1. All construction or property improvements shall conform with all ARB / Monterey County ("County") / Fire requirements, and shall be contained within the property lines, unless written consent is granted by Pebble Beach Company ("PBC") and/or the applicable property owner.
2. **Prior to the issuance of final approval, the following items shall be addressed:**
 - **The proposed generator shall be moved closer to the residence, with the setback remaining free and clear; and**
 - **The opening to the proposed sound dampening enclosure shall open to the residence and not the neighbor.**
3. **Prior to the start of construction, a copy of the applicable County Building Permit Card and the attached Construction Agreement shall also be deposited with ARB.**
4. To access, build on, or modify any PBC property, including but not limited to landscaping in the road right-of-way, requires an Easement Agreement with PBC.
5. All new foundations within three feet of a setback will require proof of survey or location of existing property markers prior to pouring concrete.
6. The use of native, fire resistant, and drought tolerant plants in landscaping is preferred to achieve biodiversity and habitat preservation, soil stabilization, and a wide range of other benefits. ARB appreciates your efforts to help keep Del Monte Forest native!
7. No native trees shall be removed without the issuance of a Tree Removal Permit from PBC, AFTER issuance of a Building Permit from County.
8. All driveway connections, existing between the property line to the edge of roadway, shall be asphalt and maintained by the property owner.
9. All drainage shall be contained on-site. Any drainage which adversely affects neighboring properties or PBC's road right-of-way shall be addressed and remedied by the property owner.
10. All construction-related vehicles shall be parked on the property during construction. In the event of the temporary obstruction to the road-right-of-way or the flow of traffic for the delivery of materials or to accommodate other construction needs, the contractor shall provide traffic control facilities and measures, including an appropriate number of competent flag people, to assist in the safe flow of traffic. Any variance to this important condition must be explicitly approved by ARB.
11. All chemical toilets installed on the property shall be screened from viewing, with the door opening to the property and away from the street.

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Prior to the start of construction, the following is required: One (1) set – 24”x 36” of final County stamped architectural drawings - all significant exterior changes from the preliminary drawings must be clearly marked and may require additional approval by the ARB; completion of a Construction Agreement; submission of a copy of the County issued permit card; and a setback verification letter will need to be submitted. Please review our submittal checklist for complete details. Questions about this approval process may be referred to me at (831) 625-8455. Thank you for your cooperation with the ARB!

Sincerely,

PEBBLE BEACH COMPANY

Nikki Simon

C: WILLIAM C. MEFFORD ARCHITECT



**PEBBLE BEACH
COMPANY**

CONSTRUCTION AGREEMENT

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RECITALS

- A. Owner, as designated above, is a grantee, or successor in interest to a grantee, of the real property described above, located in Del Monte Forest, Monterey County, California. The real property was conveyed by Pebble Beach Company or a predecessor in interest to Pebble Beach Company ("Company") and is subject to certain covenants, conditions, and restrictions ("CC&Rs") and the residential standards and guidelines published by Company, including the requirement to obtain written Company approval for the implementation of any property improvements, the erection of structures of any kind, and certain property maintenance standards;
- B. Owner has obtained Company approval to improve its real property in the matter described above; and
- C. Owner requests and Company consents to the initiation of construction, in strict compliance with the terms and conditions noted herein.

In consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

CONSTRUCTION AGREEMENT

1. Owner may contract or delegate its obligations under this Agreement only to contractors with material experience in performing construction or property improvement services and is licensed and bonded in the state of California ("Contractors"). Owner represents that all designated Contractors has the ability and qualifications to perform the construction work in a professional manner, without the advice, control, or supervision of Company.
2. Owner shall be solely responsible for the quality and professional performance of its Contractor's work. Owner will have sole discretion and control of its Contractor's work and the methods and means by which the work is performed and shall coordinate with Company, and others as necessary, during all phases of construction, including set-up and teardown.
3. Owner shall give Company not less than forty-eight (48) hours' written notice of any such designation, which notice shall state the name and contact information of the Contractor. Owner remains liable for any acts or omissions of all Contractors, including Contractor's compliance with this Agreement.
4. Signage indicating the general contractor and architect or designer for the construction project only will be permitted during construction only. Signage must be on the property and not obstruct the road right-of-way. Signage may not be larger than 6 sq. ft. and no higher than 36" off the ground. Signage must be removed to receive a final sign off from Architectural Review.

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5. All construction or property improvements shall conform with all Company / Monterey County requirements, and shall be contained within the Owner's property lines, unless written consent is granted by Company and/or the applicable property owner. It is highly recommended for Owner to obtain a property line survey prior to the start of construction. In certain instances, a survey will be required by Company.
6. Prior to the start of construction or the establishment of any foundations, a copy of the Monterey County building permit card and a property line or setback verification letter shall be returned to Company, as applicable.
7. To access, build on, or modify Company property, including but not limited to landscaping in the road right-of-way, requires an Easement Agreement with Company.
8. Construction valued at \$500k+, or the addition of an ADU, or grant of Easement will require an adjustment of the real property's annual Road Fee to the current minimum rate, plus annual CPI adjustments. If an adjustment is required, Owner agrees to enter into a Deed Amendment with Company to reflect the newly established Road Fee rate.
9. At no time whatsoever shall trees be removed without a Tree Removal Authorization form issued by Company and a Tree Removal Permit issued by Monterey County. No tree removal authorization will be issued by Company without a building permit from Monterey County. Indigenous trees (Coast Live Oak, Monterey Pine, Bishop Pine and Monterey Cypress) removed for construction shall be replaced with local endemic stock.
10. No change from the Company approved plans and specifications shall be made without Company's prior written approval.
11. Site and street drainage problems caused by Owner's construction shall be resolved by Owner at the Owner's expense, including on-site retention pits, hay bales, and berms to prevent erosion onto the road and neighboring properties. Owner agrees to hold Company harmless from any claims arising from drainage damage and agrees to repair any damage caused by drainage resulting from construction.
12. Signage indicating the general contractor and architect or designer for the construction project will be permitted during construction only and shall be removed promptly upon construction completion. Signs are limited to six (6) square feet each and may only be displayed on the roadside of the premises under construction.
13. No construction work shall be permitted on Sundays or holidays, nor shall any labor be performed before 8:00 a.m. or after 6:00 p.m. on any day on which labor is allowed.
14. To minimize disruption and excessive noise in the neighborhood, Owner shall ensure that Contractor(s) install and maintain white noise back-up alarms on all vehicles and heavy machinery which have or are required to have safety back-up alarms and are used during construction activity. No music, dogs or other domestic animals (services animals as required by law are acceptable), or open flames and fires are permitted at the construction site.
15. Owner acknowledges that Company hosts various events at its resort properties throughout the year, including the AT&T PEBBLE BEACH PRO-AM, THE PEBBLE BEACH CONCOURS D'ELEGANCE, PURE INSURANCE CHAMPIONSHIP, TGR JR INVITATIONAL, TAYLORMADE PEBBLE BEACH INVITATIONAL, and PEBBLE BEACH FOOD & WINE. Should Owner's real property fall inside or near a Company facility hosting an event, Owner agrees, upon notice by Company, to pause its construction or limit its construction to quiet interior work only, for a reasonable duration of time designated by Company. Company has no obligation to compensate Owner for any time or materials lost due to a special event interruption.
16. All designated Contractors and sub-Contractors are required to purchase a gate pass to access Del Monte Forest for each of its related vehicles.
17. All construction-related vehicles shall be parked on the Owner's property. When no space is available, Contractor shall be responsible for parking off-site. Parking in the road right of way is strictly prohibited. In the event of obstruction to the road-right-of-way or the flow of traffic in any way, including the temporary parking of construction related vehicles for the delivery of materials, Contractor shall provide traffic control facilities and measures, including competent flag people, to assist in the safe flow of traffic.

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18. All construction approved herein must be completed in a timely manner from date hereof, with continual construction and inspections.
19. Owner shall obtain from Company a "Trenching Permit" for all road cuts to access utilities. Owner agrees to repair the road surface to the conditions outlined in the Trenching Permit.
20. All driveway connections to road surface from Owner's property line must be made of asphalt. In the event of large right of ways, a five-foot (5 Ft.) minimum asphalt apron is required from the actual road surface before other materials (concrete, pavers, etc.) may be used to connect to any driveway or walkway.
21. Contractor will maintain a safe and organized construction site, with all trash and construction waste removed on a regular basis. Dumpsters used to contain debris must be emptied regularly and promptly removed. Temporarily enclosed chemical toilets must be available during construction, must be screened from the neighboring properties and the street, and contained within the Owner's property lines. A construction fence around the construction impacted property is highly recommended, and in some cases, may be required by Company, at no cost to Company.
22. Company shall not bear any responsibility for the negligent or intentional acts of Owner or Contractor which cause property damage or personal injury. Owner and Contractor shall indemnify, defend, and hold harmless Company, and Company's partners, officers, employees, and agents, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, without limitation, interest, penalties, and reasonable attorneys' fees and costs, that Company may incur or suffer and that arise or result from or are related to any breach or failure of Owner or Contractor related with the construction project, or to the extent caused by any negligent or intentional act or omission of Owner, its agents or Contractor associated or in connection with the construction project.
23. Upon written consent of Company, portable temporary storage containers ("PODs"), may be installed within the Owner's property lines to accommodate construction related storage. PODs are prohibited in the road and road right of way. PODs shall be removed upon conclusion of construction.
24. Any newly constructed structures on the Real Property shall not be occupied until all terms and conditions of this Agreement have been complied with and final written approval of Company's Architectural Review Inspector has been obtained by Owner.
25. In the event Owner fails to perform any of the terms and conditions of this Agreement, Owner agrees to pay all costs and expenses, including attorney fees incurred by Company in enforcing or protecting all of its rights hereunder, whether or not said costs, expenses and fees are incurred as a result of the commencement of legal action or otherwise.
26. Nothing in this Agreement shall relieve Owner from obtaining all necessary permissions and approvals from Monterey County or other public agencies with jurisdiction, and from complying fully with all conditions of any such approvals.

EACH OF THE PERSONS SIGNING BELOW ON BEHALF OF ANY PARTY HEREBY REPRESENTS AND WARRANTS THAT S/HE OR IT IS SIGNING WITH FULL AND COMPLETE AUTHORITY TO BIND THE PARTY ON WHOSE BEHALF OF WHOM S/HE OR IT IS SIGNING, TO EACH AND EVERY TERM OF THIS AGREEMENT.

Executed at Pebble Beach, California, this ___ day of _____, 2024.

PEBBLE BEACH COMPANY: _____

OWNER / AGENT FOR OWNER: _____

Print Signers Name: _____

Agent's Company Name: _____

Agent's Address / Phone Number _____

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