

**PASEO VILLAS IMPROVEMENT ASSOCIATION “PVIA”**  
**Vehicle Storage Facility Policy**

**(Approved April 19, 2022)**

The intent of this Vehicle Storage Facility Policy is to enhance the enjoyment of the Owners and Residents within the Paseo Villas community. This Policy has the benefit that the vehicles allowed to be stored within the storage area identified herein will be available on an as needed basis to their owner’s but stored in a locked facility that will not be visible from outside of the storage facility. Items stored in the lot, an attractively screened and concealed facility, would not negatively impact the McCormick Ranch community had they been stored externally. As such, this Policy and privilege may, in fact, contribute in a positive manner to the value of all PVIA Owners.

PVIA’s CC&R’s do not allow for the storage of vehicles and other items in an exterior setting that can be seen from areas such as streets, pathways, neighboring properties and other areas. However, the document does provide for the opportunity for Owners and Residents to store vehicles and other items in an attractively screened and concealed location.

The design of the Paseo Villas community includes an area that is attractively screened and concealed with a locked entry/exit gate that can be used for storage purposes and is identified as Tract A –F on the Paseo Villas Replat diagram. This document is recorded with the Maricopa County Recorder in Book 181, Page 28. (A copy of this recorded document is attached for reference and location of the storage lot.)

The privilege of using the PVIA lot may be granted only with prior PVIA written approval. The Amended and Restated CC&R’s wording is as follows (the underlining, italics and bold type added for clarity):

Article VII, Use Restrictions, Section 1.c. Storage:

*“No Exterior storage of any item of any kind shall be permitted, **except with prior written approval and authorization of the Association.** Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, dwelling units, pathways and streets. This provision shall apply without limitation to woodpiles, camping trailers, boat trailers, travel trailers, boats, and mobile home and unmounted pickup camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance, shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use, except pursuant to written approval and authorization of the Association.”*

Regarding the storage or location of vehicles, the PVIA CC&R’s provide the following guidance:

Article VII, Use Restrictions, Section 2 Residential Lots, (a) Motor Vehicles reads as follows (the underlining, italics and bold type added for clarity):

*“Motor vehicles owned or in the custody of any Owner or resident may be parked only in the carport or driveway located upon or pertaining to such person’s Lot or dwelling unit, **or in parking areas designated by the Association, unless otherwise authorized by the Association in writing.** No buses, vans or trucks having a carrying capacity in excess of three-fourths tons or designated for commercial purposes shall be placed, allowed or maintained upon any residential Lot except with prior written approval and authorization of the Association in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property dwelling units, pathways and streets;”*

To meet these opportunities and obligations for the potential storage of the listed items above, PVIA has established the following Policy:

**Definitions:**

The following definitions shall be used in the context of this Policy:

- Property Owner means the deeded Paseo Villas Property Owner
- Resident means the person(s) or tenant(s) who are residents of the Paseo Villas Property Owner’s property within Paseo Villas and uses the storage lot.
- Owner means the Property Owner or Resident with items in the storage lot.

**Section A: Application and Approvals**

Only Paseo Villas Owner’s and verified Resident’s applications shall be considered for approval for the opportunity to store items listed in the CC&R’s in the enclosed area known as Tract A-F as described above. In addition, approval of an application shall be contingent upon the Paseo Villas Property Owner being responsible for:

1. Requesting and completing a PVIA standard Storage Lot Application including the signature of the property Owner;
2. Maintaining current vehicle registration and license plates with a bona fide government agency;
3. Maintaining any vehicle in running and street-worthy condition at all times;
4. Maintaining insurance on any vehicle liability in the amount of not less than \$300,000.00 US Dollars; and
5. No portion of the vehicle or stored item shall be taller than 2 (two) inches below the existing adjacent interior wall where the vehicle or item has been assigned space.

Proof or copies of these of these requirements and documents must be submitted with the Storage Application.

**Section B: Restrictions and Obligations**

The following restrictions and obligations apply to the granting of this storage privilege:

- a) In the case of a rented property within Paseo Villas, only the Owner of the property shall be permitted to submit an application on behalf of their tenant. The Property

Owner of the property is responsible for any violation of this policy by their tenant.  
(For the sake of this document, the tenant shall be referred to as "Resident")

- b) PVIA shall have the right to change the rental or key replacement fee at any time. The Property Owner will have 30 days to terminate the Rental Agreement from the date of the Notice. If the rate of change is not acceptable to the Property Owner, the Property Owner shall remove the item from the Storage Lot within 30 days of the rate increase Notice. If the vehicle or item remains in the Lot after the 30 days, PVIA will deem the rate change as accepted, and the lease will continue with all other conditions of the Agreement remaining the same.
- c) Any damage caused by a vehicle or item being stored or damage caused by an Owner of a vehicle or item(s) being stored in the storage lot, shall be the responsibility of the Paseo Villas Property Owner; including, but not limited to oil drippings, damage to the tarmac or enclosure walls or gate, and/or other stored vehicles or items located within the storage lot.
- d) Any vehicle emitting gaseous fumes shall be removed by the Owner upon request by PVIA. If vehicle is not removed within 30 days, it will towed.
- e) One key to the entry gate lock shall be provided to the Owner, or Resident. Any lost or damaged key shall be replaced within a reasonable time period charged to the Owner identified on the Agreement or as modified per this Policy.
- f) All fees and charges shall be promptly paid by the Paseo Villas Property Owner, and will be charged to the Property Owners account, including any delinquent fees or other charges associated with the use of the storage lot.
- g) The storage lot shall not to be used as a repair or maintenance facility for any vehicle, and/or for any reason, without the written approval of PVIA. The only repairs that may be allowed, will be for a temporary repair so the vehicle can be moved to another facility outside of Paseo Villas for permanent repairs.
- h) No commercial vehicles or items shall be allowed to be stored within the storage lot. Only privately held items within the control of the Property Owner or Resident shall be approved by PVIA.
- i) Periodically, the tarmac of the storage facility may need to be repaired, resealed or repaved by PVIA. The owner of the stored property agrees that the stored property shall be relocated (at the owners expense) from the storage facility while maintenance is being completed. PVIA will give notice as to when this work is expected to take place and the approximate duration of the activity. The Property Owner or Resident shall be responsible for any required moving, transporting or other costs associated with the temporary relocation of the stored item(s) during these periods.
- j) Any violation of this Policy by the Property Owner or Resident shall result in additional fees or fines or permanent removal of the vehicle or item or the permanent refusal of future storage privileges of the Property Owner, or a combination of these remedies.
- k) PVIA is offering this area as storage space only and is not responsible for any damage or loss of any kind including but not limited to theft, fire, damage, injury (including death), loss of income, fines, vehicle deterioration or any other loss of any

nature. The owner of the property assumes all of these and all other risks and losses.

- I) PVIA reserves the right to close the Storage Lot for any reason, at any time. Property Owners or Residents will receive Notice of this closure to the address or email provided on the rental application and will have 30 days from the date of the Notice to remove the item from the lot.

The McCormick Ranch Property Owners Association (MRPOA) has the ultimate right to approve any application or storage of a vehicle. In the event MRPOA does not approve a storage vehicle or item, or issues additional requirements as to the storage of a given vehicle or item, the owner of the item shall be required to meet the requirements of MRPOA.

Notwithstanding anything to the contrary is this Policy, Rental Agreement or elsewhere in any other PVIA documentation, or publications, the deeded Paseo Villas Property Owner is responsible and is obligated for any and all damages, costs, claims, fees, charges or other liabilities of any nature incurred or charged to PVIA, including collection, legal, attorney's fees and/or charges, as a result of the Property Owner's or their Resident's use of this PVIA Storage Lot and shall be charged to the Property Owner's account. No warranties, expressed or implied, or by statute of any nature are made by PVIA regarding the use of the storage lot. The Property Owner assumes all risks of any nature associated with their or their Resident's use of the storage lot.

Attachments:

- i. Copy of Replat of Paseo Villas
- ii. Copy of Storage Lot Application
- iii. Copy of Storage Lot Rules

# PASEO VILLAS "REPLAT"

LOTS 25 THRU 30, TRACTS A-E AND A-F  
OF PASEO VILLAS, AS RECORDED IN BOOK 154, PAGE 20, M.C.R.,  
LOCATED IN PART OF  
SECTION 1, T-2-N, R-4-E, G. & S.R.B. & M., MARICOPA COUNTY, ARIZONA.

**HAYILL ENGINEERING CO.**  
PHOENIX, ARIZONA 85018 PHONE 956-3200

I, MELVIN R. HAYILL, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF ARIZONA, THAT THIS MAP COMBES A REVISION TO THE MAP OF PASEO VILLAS, AS RECORDED IN BOOK 154, PAGE 20, M.C.R., AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACUERALLY EXIST AND THAT SAID MONUMENTS ARE SUFFICIENT TO SHOW THE BOUNDS OF SAID TRACTS.



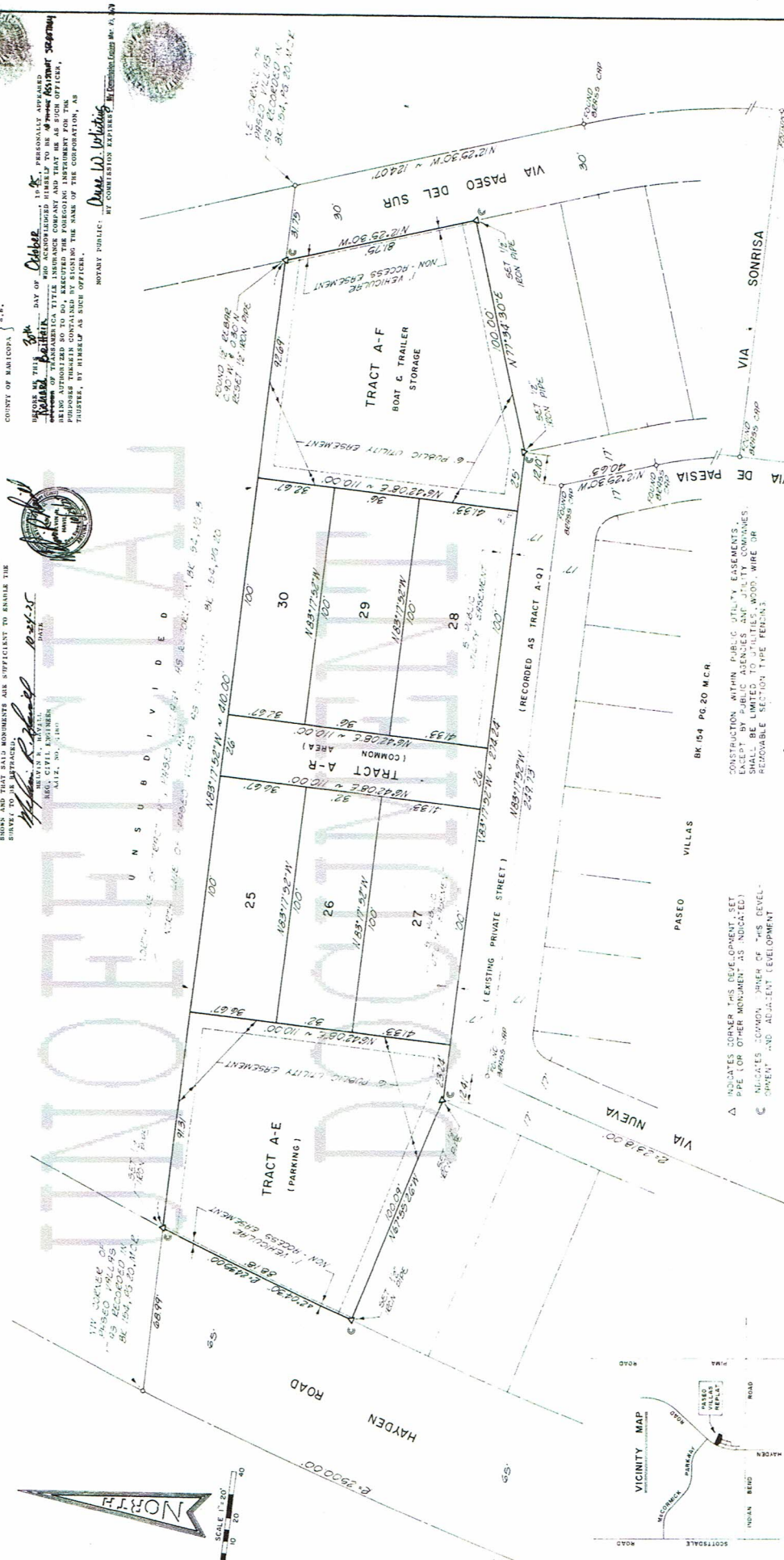
I HEREBY CERTIFY THAT THIS PLAN SUBSTANTIALLY CONFORMS TO THE APPROVED REVISIONARY PLAN.  
BY *William Spachner* ATTORNEY  
BY *John M. Bellard* JAVS  
BY *Daniel C. Sanders* C.E. ENGINEER

I HEREBY CERTIFY THAT THE CITY OF SCOTTSDALE, ARIZONA HAS REVIEWED AND APPROVED THIS MAP.  
BY *William Spachner* ATTORNEY  
BY *John M. Bellard* JAVS  
BY *Daniel C. Sanders* C.E. ENGINEER

I HEREBY CERTIFY THAT THIS PLAN SUBSTANTIALLY CONFORMS TO THE APPROVED REVISIONARY PLAN.  
BY *William Spachner* ATTORNEY  
BY *John M. Bellard* JAVS  
BY *Daniel C. Sanders* C.E. ENGINEER

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BY *Daniel C. Sanders* C.E. ENGINEER



181-28

JOB NO. 1368 - 30  
MAP NO. 447

181-28

**PASEO VILLAS IMPROVEMENT ASSOCIATION "PVIA"  
STORAGE LOT RENTAL APPLICATION AND LEASE AGREEMENT**

**\*\*\*For Use by Owners and Residents Only\*\*\***

The undersigned Paseo Villas Property Owner of a motor vehicle, trailer, or boat, hereby agrees to rent space for such item in the Storage Lot of Paseo Villas Improvement Association (PVIA) pursuant to the following terms:

1. Rental fee shall be **\$80.00** per month, payable in advance on the 1st day of each month with no refunds. Renter agrees to pay a **\$5.00 per day** penalty for late payments. Invoice for the following year will be mailed to each renter by December 15th. A **\$25.00** deposit for the Storage Lot Key is required and is refundable when the key is returned after the space rental is terminated.
2. Owner shall keep said vehicle and the lot gate locked at all times.
3. The PVIA Vehicle Storage Facility Policy (VSF) and the Rules for Storage Lot Renters, both of which are attached to this agreement, must be followed.
4. Owner must maintain adequate insurance on his property as described in the VSF Policy. PVIA does not carry nor is it responsible for any insurance on vehicles parked in the Vehicle Storage Facility.

Owner hereby releases and indemnifies PVIA and its officers, directors, and members from any liability for any claims by any person for damage to his or her personal property resulting from the exercise of the Owner's rights, including, but not limited to, injuries (including death) to the Owner and any occupant of said vehicle or any property or persons within the vehicle or Storage Facility; and if anyone sues or threatens to sue PVIA, its officers, directors, or members as a result of the exercise of the Owner's rights hereunder, the Owner hereby agrees to hold harmless and to indemnify PVIA, its officers, directors, and members there from, including, but not limited to, the payment of any court costs and reasonable attorney fees incurred by said PVIA, its officers, directors, and members. This lease shall be binding on the heirs at law, successor in interest and assigns of the parties. This lease may be terminated by PVIA on 30 days' notice or immediately for cause.

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Print Property Owner's Name and PVIA Address/Billing Address	Telephone No.
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Description of Item including L/W/H (Add page if needed.) (State)	License of Vehicle
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Signature of Paseo Villas Property Owner	Date
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Approved by PVIA Board Member (Print Name and Signature)	Date
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Date Initial Rental Fee and Key Deposit Received	Assigned Space No
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**PASEO VILLAS IMPROVEMENT ASSOCIATION "PVIA"  
RULES FOR STORAGE LOT RENTERS**

**\*\*\*For Use by Owners and Verified Residents Only\*\*\***

1. Open both gates to full width.
2. Park only in your assigned space. Do NOT block access to other spaces.
3. Do NOT back in or out of the gate.
4. Vehicles or items stored shall NOT be moved between 11:00 p.m. and 6:00 a.m.
5. No loud noise, trash, or maintenance shall be allowed in the storage area. Clean/maintain your vehicle elsewhere.
6. Secure your vehicle before leaving. PVIA is NOT responsible for loss or theft.
7. Lock the Gate. Owner shall keep said vehicle and the lot gate locked at all times
8. Vehicles or other items stored without a PVIA Rental Agreement may be removed or towed away at owner's expense.
9. Return the Storage Lot key to Authorized PVIA Board Member or Agent for a deposit refund when space is terminated.
10. **No** flammable or combustible materials shall be stored.
11. **No** portion of any approved storage vehicle or item shall be visible from neighboring properties (residential or commercial), pathways, streets or other locations external to the storage lot.
12. All vehicles shall be currently licensed, registered, insured and in drivable condition.
13. **No** storage of household goods is allowed. (If you are not sure, ask FIRST!)

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Signature of Owner

Date

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Rental Termination Date    Date Storage Lot Key Returned    Date of Key Deposit Refund