Bays End Homeowners Association, Inc. Collection Policy

Article 3 - ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessment, (3) such assessments to be established and collected as hereinafter provided; and specific assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

3.6 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of interest allowed by Law. The Board of Directors, in such event, shall also be entitled to declare the entire assessment as to such delinquent Owner immediately due and payable, without regard to whether the same may previously have been payable in monthly installments or on some other basis established by the Board of Directors. The Association shall be authorized to charge a late fee up to the maximum allowed by law, as same may be amended from time to time, for any assessment or installment thereof not received by the Association within thirty (30) days of the due date. If not otherwise set by the Board of Directors, the maximum late fee allowed by law shall be applied. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessment provide for herein by non-use of any common area, or abandonment of the Lot.

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Association Name:	**Bays End Homeowners Association**	
Collection Activity	**Effect**	**Timeline**
First Notice (10-Day Cure)	Interest begins at **1.5% monthly (18% annum)**	February 1st
	Minimum Balance Subject to Delinquency - **$50.00 on owner ledger**	
	Collection Letter Fee - **$25.00** Passed to Owner – **Yes** / No	
Second Notice (10-Day Cure)	Interest continues on Assessments at **1.5% monthly (18% annum)**	11 Days after First Notice
Third Notice (30-Day Cure)	**Default Letter Notice *** *As per FL Statute 720.3085 Payment for assessments; lien claims.*	11 Days after Second Notice
	Default Letter Fee - **$125.00** Passed to Owner – **Yes** / No	
Sent to Legal Collections	Legal attempts to collect	31 Days after Third Notice

* *Legal fees due to delinquency can be charged thereafter.*

Phillip Fiegle

Signature – HOA President

Aug 05 2025 18:36 EDT

Date

NewGauge Property Management, 11928 Sheldon Rd. #101, Tampa, FL 33626 (813-922-1339)