

#### Stephen Boerner <stephen.boerner@gmail.com>

# Your Account at The Commons at New Street

7 messages

Karen Oglesby <karen@cpihome.com>

To: Steve Boerner <stephen.boerner@gmail.com>

Thu, Mar 6, 2025 at 11:43 AM

In follow up to my recent email regarding your account at The Commons at New Street Condominium, the board has requested payment in full of the balance due of \$3,187.72 by March 15, 2025. As you know this debt is nine months old. Therefore, should payment not be received by the 15th, this matter will be sent to the attorney for collection.

Furthermore, please be advised that a new Late Fee and Interest Policy has been adopted which will take effect on April 1, 2025.

Per the governing documents, the association is to be provided with your official current mailing address. Our records say:

2649 Tifton Street, Gulfport, FL 33711 for unit 4C, and the property address (246 N 3<sup>rd</sup> St) for 4D. Please confirm the correct mailing address for the unit(s)

Thank you for your attention to the above.

Karen Oglesby CMCA, AMS

Chancellor Properties Inc.

P.O. Box 148

Ridley Park, PA 19078

(484) 483-2715

(866) 287-8807 emergencies

#### Steve Boerner <stephen.boerner@gmail.com>

To: Karen Oglesby <karen@cpihome.com>, Melissa <melissabemer@gmail.com>

Thu, Mar 6, 2025 at 10:25 PM

Karen, please include Melissa Bemer equally on all email correspondence moving forward. I've cc'd her on this email to ensure she sees this as well in case you didn't send her the exact same email which you may have. Her email is melissabemer@gmail.com

Melissa and I are divorcing, therefore have differing addresses that would require any physical correspondence to be duplicated and mailed to both locations. I will provide my dedicated physical mailing address, but do not have Melissa's.

#### Stephen Boerner

21090 W Sharp St. Unit 132 Rock Hall, MD 21661

~ Steve

[Quoted text hidden]

**Steve Boerner** <stephen.boerner@gmail.com>

To: Karen Oglesby <karen@cpihome.com>, Melissa <melissabemer@gmail.com>

Fri, Mar 7, 2025 at 12:00 AM

#### Dear Karen,

I am writing in response to your recent communication concerning the outstanding balance of \$3,187.72 for unit 4C at The Commons at New Street Condominium, as well as your notification regarding the adoption of a new Late Fee and Interest Policy effective April 1, 2025.

Although I understand that the new policy and any prior notifications about this outstanding debt may have been sent to condominium owners, I want to highlight the significant difficulties I have faced in receiving these communications. At present, I have restricted access to the email account that would have likely received such notifications.

I believe physical notices regarding my account may have been sent to an outdated mailing address. I just provided you with an updated address in the email thread. However, as of today, March 6, 2025, I have not received any electronic or written communication concerning this matter, including notifications about the HOA debt or recent policy changes.

# To ensure that I am properly notified and in understanding of such details and changes in HOA policy, I formally request:

- 1. Detailed records of the dates on which notifications were communicated to unit owners over the past nine months, including initial delinquency alerts and the announcement of the new policy.
- 2. The specific email address(es) employed to send electronic notifications regarding units 4D and 4C allow me to verify the accuracy of the addresses against the one that is now not accessible to me.
- 3. The mailing address(es) used for physical notifications concerning units 4D and 4C during this interval to ascertain if any were misdirected.
- 4. A reissued copy of the original notification regarding the new policy should be sent to stephen.boerner@gmail.com for my careful review.

#### Additionally, in your forthcoming response, unless already elucidated in the reissued notification, please provide:

- 1. The complete and unaltered language of the bylaws governing the Late Fee and Interest Policy is set to take effect on April 1, 2025, inclusive of exact penalties, rates, and timelines.
- 2. The current bylaw language concerning late fees and interest as it stands on March 6, 2025, reflects the rules governing my nine-month debt.

I need clarification on how these bylaws apply to the current balance of \$3,187.72, specifically regarding whether late fees or interest will accrue under the existing policy. Additionally, I must understand how the new policy will affect dues after its implementation on April 1, 2025. If you can accompany this information with any commentary to serve your position as a board member of our HOA, please do.

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>

Fri, Mar 7, 2025 at 8:00 AM

To: Carol Boerner <carolboerner1@gmail.com>, Jeffrey Boerner <jeffreyboerner@gmail.com>

I'm sharing this because the topic came up during our phone call. After we spoke, I noticed an email from Karen, who works for the property management company contracted by our HOA. This information will be factored into the final numbers I'm preparing. Karen sent the attached email, which I've forwarded here, outlining the current balance for 4C along with the HOA board's request for payment.

### Here is the monthly breakdown for the philly condo's HOA dues:

Unit 4C: \$351.08 per month Unit 4D: \$461.75 per month

Karen's email refers to 4C, the smaller of the two units.

Unit 4D is fully paid and is set to auto-deduct from the PNC account established by Melissa and me when we purchased the condo in 2022 for mortgage and condo-related payments.

In my last email exchange with Karen one month ago, I informed her that we planned to include the HOA dues in the property's settlement process, and she confirmed that this approach would be acceptable.

Karen mentions in the email I've forwarded below about a "new late fee policy and interest policy," which is entirely new information to me and has never been applicable before.

I've followed up with a second email to Karen to clarify this wording, as it will now impact the projected expenses we'll have. It also isn't clear if dues accrued prior to the inactment of a new late fee and interest policy apply or if its only for dues made after April 1st 2025. Reading her email first will make sense of it.

In the past, late fees have always been waived due to the property management company's payment system, which doesn't allow condo owners to maintain two accounts—a technological limitation I've previously raised concerns about to receive the waived late fee in agreement to pay the HOA tab in annual installments in full which I've done since property purchase.

It seems this may now be changing, though it feels unusual and with terms that are to me. The details are likely in the email inbox that Melissa has restricted my access to.

I'll gather the details I need and keep you updated.

I'm sharing this so we're aligned and you understand the context of this line item when reviewing my numbers and the divorce-related matters I'll provide until everything is finalized.

[Quoted text hidden]

#### Steve Boerner <stephen.boerner@gmail.com>

Fri, Mar 7, 2025 at 9:00 AM

To: Jeffrey Boerner <jeffreyboerner@gmail.com>, Carol Boerner <carolboerner1@gmail.com>

here is my response to Karen in a follow up to get more clarify

----- Forwarded message ------

From: Steve Boerner <stephen.boerner@gmail.com>

Date: Fri, Mar 7, 2025 at 12:00 AM

Subject: Re: Your Account at The Commons at New Street

To: Karen Oglesby <karen@cpihome.com>, Melissa <melissabemer@gmail.com>

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## Jeffrey Boerner < jeffreyboerner@gmail.com>

To: Steve Boerner <stephen.boerner@gmail.com>

Fri, Mar 7, 2025 at 9:55 AM

The only thing I can say is that you and Mellissa will have to pay this at settlement. The settlement company will be responsible for clearing this debt from the proceeds of the sale. You may as well tell the management company that this is the way it is. If they want to send it to collection, so be it. Let's hope you can get the condo sold in the next two months. I think if you do not pay the mortgage in April the bank will work with you -- for how long is the question. It may be good to call the bank at the end of the month if nothing materializes in regard to lowering the price and selling the condo. This will all work out. I hope you impress upon your attorney that she needs to prioritize this. You are doing the right thing by sending the letter and related information to your attorney with urgency.

DaD

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## Karen Oglesby <karen@cpihome.com>

Mon, Mar 10, 2025 at 6:13 PM

To: Steve Boerner <stephen.boerner@gmail.com>, Melissa <melissabemer@gmail.com>

## Steve-

Please see my answers below. I will reply to your other email tomorrow.

#### Melissa-

Please confirm the email that Steve provided for you below, as well as provide a mailing address, per the previous request.

## Thank you.

Karen Oglesby CMCA, AMS

Chancellor Properties Inc.

P.O. Box 148

Ridley Park, PA 19078

(484) 483-2715

(866) 287-8807 emergencies

From: Steve Boerner <stephen.boerner@gmail.com>

**Sent:** Friday, March 7, 2025 12:00 AM

To: Karen Oglesby <karen@cpihome.com>; Melissa <melissabemer@gmail.com>

Subject: Re: Your Account at The Commons at New Street

#### Dear Karen.

I am writing in response to your recent communication concerning the outstanding balance of \$3,187.72 for unit 4C at The Commons at New Street Condominium, as well as your notification regarding the adoption of a new Late Fee and Interest Policy effective April 1, 2025.

Although I understand that the new policy and any prior notifications about this outstanding debt may have been sent to condominium owners, I want to highlight the significant difficulties I have faced in receiving these communications. At present, I have restricted access to the email account that would have likely received such notifications.

I believe physical notices regarding my account may have been sent to an outdated mailing address. I just provided you with an updated address in the email thread. However, as of today, March 6, 2025, I have not received any electronic or written communication concerning this matter, including notifications about the HOA debt or recent policy changes. Condo association debt notices from Chancellor are mailed via USPS. The new policy has not yet been sent out to owners.

To ensure that I am properly notified and in understanding of such details and changes in HOA policy, I formally request:

- 1. Detailed records of the dates on which notifications were communicated to unit owners over the past nine months, including initial delinquency alerts and the announcement of the new policy. There were 17 general community email notices sent in the past nine months- 4 in 2024 and 13 in 2025. Delinquency Notices were mailed to you June, July, August, September, October November and December 2024 and January, February and March 2025. The new policy hasn't been mailed out yet to the owners as it was just formally approved. It will be mailed out this week
- 2. The specific email address(es) employed to send electronic notifications regarding units 4D and 4C allow me to verify the accuracy of the addresses against the one that is now not accessible to me. 4C email on file is stephenandmelissaboerner@gmail.com. 4D is the same, however we also have another email of stephen.boerner@gmail.com.
- 3. The mailing address(es) used for physical notifications concerning units 4D and 4C during this interval to ascertain if any were misdirected. 4C 2649 Tifton St S, Gulfport FL33711, 4D 246 N. 3<sup>rd</sup> St. Phila 19106

4. A reissued copy of the original notification regarding the new policy should be sent to stephen.boerner@gmail.com for my careful review. The notice hasn't been sent yet but will be mailed to all owners this week. I have attached a copy.

## Additionally, in your forthcoming response, unless already elucidated in the reissued notification, please provide:

- 1. The complete and unaltered language of the bylaws governing the Late Fee and Interest Policy is set to take effect on April 1, 2025, inclusive of exact penalties, rates, and timelines. See attached
- 2. The current bylaw language concerning late fees and interest as it stands on March 6, 2025, reflects the rules governing my nine-month debt. Contained in the update (attached)

I need clarification on how these bylaws apply to the current balance of \$3,187.72, specifically regarding whether late fees or interest will accrue under the existing policy. Additionally, I must understand how the new policy will affect dues after its implementation on April 1, 2025. If you can accompany this information with any commentary to serve your position as a board member of our HOA, please do. I'm not sure what this means but to clarify, I am not a board member.

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Interest and Late Fee Resolution.pdf