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December 4, 2025

VIA EMAIL

Aspen Brook Townhomes Homeowners Association, Inc.  
c/o Altitude Community Law  
Attn: Amanda Ashley  
555 Zang Street, Suite 100  
Lakewood, CO 80228-1011  
Email: [aashley@altitude.law](mailto:aashley@altitude.law)

**Re: Demand for continuation of 4/29/2025 ADR without the participation of Mark Werder due to conflict of interest**

Dear Aspen Brook Townhomes Homeowners Association, Inc.:

Our firm represents Aspen Brook Townhomes Homeowners Association, Inc. (Aspen Brook) member Daniel Parcher (“Mr. Parcher”).

On April 29, 2025, Mr. Parcher met with the Aspen Brook Board, by videoconference, to conduct an alternative dispute resolution (“ADR”) regarding 2 matters:

- 1) The Board’s position and statements on a proposed restriction of short-term rentals in Aspen Brook; and
- 2) Board President Mark Werder’s conflict of interest in this short-term rental issue given his personal involvement in the matter (stemming from an altercation between Mr. Werder and a neighbor in 2024 over the neighbor’s short-term rental guests).

During this ADR, issue 1) was discussed between the parties; however, before issue 2) could be discussed, the video conference terminated. **Mr. Werder then made a motion to the Board not to continue further with the ADR, regarding discussion of a matter of which he himself was the subject.**

Pursuant to Section 7(f) (Code of Ethics) of the Aspen Brook Conflict of Interest Policy, “ No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.”

By moving to prevent discussion of his own conflict of interest (due to his personal involvement in a short-term rental altercation), Mr. Werder was in violation of this provision of the policy.

Additionally, per C.R.S. § 38-33.3-209.5(4)(ii), HOA’s are required to “Set forth procedures to follow when a conflict of interest exists, including how, and to whom, the conflict of interest must be disclosed and whether a board member must recuse himself or herself from discussing or voting on the issue...”

No section of Aspen Brook’s Conflict of Interest Policy addresses the recusal of a Board member from discussing or voting on an issue when they are in violation of Section 7(f) of the policy – a clear violation of the statutory requirement.

Finally, Section 2 (General Duty) of the Conflict of Interest Policy requires that Directors “exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to, the Association.” A Board member moving to terminate discussion of their own conflict of interest is itself inherently a conflict of interest and a violation of their duty of good faith to the Association.

As an example of correct practice, we understand that Board member Tiffany Parcher has voluntarily recused herself from Board discussion of her husband’s requests to the Board, to avoid any appearance of a conflict of interest. Mr. Werder’s participation in Board discussion of his own involvement in the short-term rental issue presents an even greater conflict that clearly requires recusal.

**We therefore demand the continuation of the ADR between Mr. Parcher and the Board, with an agreed-upon date, to address the outstanding second issue (Mr. Werder’s conflict of interest in the matter of short-term rentals) without the participation of Mr. Werder, so as to avoid the inescapable conflict-of-interest issues raised by his involvement in such a discussion.**

If the Board refuses to comply with its own policies regarding conflict of interest and alternative dispute resolutions, as well as its obligations under the Colorado Common Interest Ownership Act, we will pursue all available legal remedies.

We look forward to hearing from you as soon as possible, but in any event no later than December 19, 2025.

Best regards,

BAILEY & PETERSON,  
A Professional Corporation



Matthew B. Taylor