

February 26, 2026

Daniel Parcher:

At your request, the Aspen Brook Board held two separate Alternate Dispute Resolution meetings with you for approximately one hour in total, in addition to the time granted to you in Homeowner Forums at multiple Board Meetings. Despite this effort by the Board, it appears to the Board that there is no amicable resolution to your dispute, short of the Board agreeing to your requests/demands. The Board has determined it cannot, in good faith and in the interests of the broader ownership group, agree to your requests.

Addressing your requests individually:

1. You request that Mark Werder, Board President, recuse himself from anything that might relate to Nathan Welton. Mr. Welton is a former owner who serves as a vacation rental manager for several Aspen Brook owners, including you. Given that Mr. Welton is not an owner, the Board finds this request unreasonable. The Aspen Brook governing documents outline the rights and obligations of the residents and owners. There are no special rights granted to Mr. Welton as a property manager because he is not an owner. Furthermore, it seems that you base this request on a complaint (which you were not party to) filed by Mr. Welton against Mr. Werder in 2024, when Mr. Welton was an owner. This complaint claimed that Mr. Werder demonstrated an alleged conflict of interest based on his allegation that *"yelling at renters re: parking violation serves Werder interest in limiting rentals near their home."* As a reminder, the 2024 Board, which Mr. Werder was not a member of, reviewed this allegation (complaint) with legal counsel and dismissed it based on *"Not observed with proof."* The Board President at that time further acknowledged in a 10/24/24 email to all owners that at the time, *"some board members suggested it would be better to stay out of the dispute, and in hindsight perhaps that's what we should have done."* Separately, you have suggested that Mr. Werder has an alleged conflict simply by asking the Board if there should be a limitation on one night rentals. The 2025 & 2026 Boards, at your request, reviewed your allegations of a conflict of interest a second and third time with outside counsel and reached the same conclusion that there is no conflict of interest. These determinations have been previously and repeatedly disclosed to you. Therefore, the Aspen Brook HOA Board considers that this issue has been fully addressed and closed.
2. You assert that Mr. Werder should not be President. This assertion has been reviewed with legal counsel. Mr. Werder was duly elected to the Board in January 2025 by an overwhelming majority of owners in favor of his candidacy. Further, Mr. Werder was nominated and unanimously appointed by the Board to serve as President for 2026. In keeping with the HOA Bylaws, individual owners have no say in how the Board elects its officers. This is strictly a board responsibility. Therefore, the Aspen Brook HOA Board cannot accept your suggestion because one owner cannot dictate the removal of an officer or Board member. It is the membership that votes to elect and/or remove a Board member. Therefore, the Aspen Brook HOA Board considers that this issue has been fully addressed and closed.
3. You assert that the HOA needs a Conflict of Interest procedure. This assertion has been reviewed with legal counsel. Counsel reviewed the HOA's existing Conflict of Interest Policy and concluded that the policy meets the legal requirements of CCIOA and the HOA's governing documents. Of course, any Owner has the right to address the Board in writing or at a Board Meeting during the Owner Forum, should they feel that there is a conflict of interest that needs to be considered by the Board. Therefore, the Aspen Brook HOA Board concludes that the Conflict of Interest Policy complies with all legal requirements, that no additional procedure is required, that this issue has been addressed and the Board considers this issue closed.
4. You request that the Board retract a statement you claim was made at the February 3rd, 2025 Board Meeting (at which you were not present) related to a correlation between one-night rentals and complaints. As has been previously communicated to you on multiple occasions, the Board gave all owners present at the meeting - including Board members - the opportunity to express their opinions on a consideration to restrict

short-term vacation rentals in the HOA. Some Board members chose to express their individual opinions on this topic, including some who expressed their opinions of a correlation between one-night rentals and rule violations. As an outcome of this open discussion, the Board developed a survey that was then sent to all Owners. The survey results indicated that 75% of Owners were in favor of restricting short term vacation rentals in the HOA, and a covenant amendment was eventually adopted by the ownership group with an overwhelming 76% of owners in favor of the amendment, even though the vote of only 67% of the owners was required. As communicated on numerous occasions to you, individual Board members are entitled to opinions just as each owner is entitled to their own opinions. The Board cannot retract an opinion of individual Board members nor the opinions of the individual owners. As previously discussed, the Board does not make decisions regarding rental restrictions. It is the owners that make that decision and the owners have made their wishes known and voted to approve a covenant amendment that establishes a two-night minimum on vacation rentals and prohibits one-night rentals. Therefore, the Aspen Brook HOA Board considers this issue as fully addressed and closed.

The Board believes that your repeated demands, which do not appear to be supported by many of the other 33 owners, and which have been repeatedly addressed by the Board, are a disservice to your fellow owners and result in unnecessary legal expenses – money that could otherwise be deployed in a manner more beneficial to the HOA.

For the Aspen Brook Board