



10100 North Central Expressway  
 Suite 600  
 Dallas, Texas 75231

local 214 708 9801  
 toll 800 324 7438  
 fax 214 708 9878  
 web www.ddresorts.com

January 8, 2008

Mr. Lee Stallings  
 Better Business Bureau of Metropolitan Dallas, Inc.  
 1601 Elm Street  
 Suite 3838  
 Dallas, Texas 75201

Re: William & Colleen Pomeroy	Case # 91062347
Andrew Ngo:	Case # 91063342
Eric Pfanzelt:	Case # 91063082
Jonadab M. Nacar:	Case # 91062919
Roger K. Smith:	Case # 91060988
Donna Matthews:	Case # 91062906
Hyla Emery:	Case # 91062340
Phillip Barrier:	Case # 91065269
Robert Findley:	Case # 91064346
Dorothy Moxon:	Case # 91064342
Gary N. Snow:	Case # 91059814
Kevin E. Cox :	Case # 91059910
Roberto P. Don:	Case # 91059614
Elizabeth Vernon	Case # 91059596
Hershel F. Kime, Jr.	Case # 91059717
Don Marks	Case # 91059900
Jerry P. Williams	Case # 91059721
Eduardo Casanova	Case # 91059907
Todd Whatley	Case # 91059913
Russell Whitaker	Case # 91059718
John & Ruth Harris	Case # 91059912
Sheridan Brewer	Case # 91059598
Lea A. Reamer	Case # 91059714
Michael Wright	Case # 91059647
Wyatt S. Andrews	Case # 91059644
Betty Arnstine	Case # 91059616
Chuck Vanderwould	Case # 91059715
David L. Hairston	Case # 91059727

Dear Mr. Stallings:

I am in receipt of your letters concerning the above-referenced complaints. In connection with the above-referenced matters, I assure you that the Double Diamond Companies (DDI) take all customer complaints very seriously and make every effort to resolve the same on a reasonable and amicable basis. However, in response to the complaints filed with your office by the above consumers, we deny any wrongdoing in this transaction.

As part of its effort to boost the operation of the Hospitality Services at the White Bluff Resort, the White Bluff Property Owners Association Board of Directors properly voted on and unanimously adopted the food and beverage credit program, about which the above have lodged these complaints. By letter dated January 7, 2004, the Board of Directors explained this program and other important initiatives crucial to White Bluff's success to all property owners. Included in this letter was an FAQ sheet (attached) that directly addresses the concerns of the above consumers, specifically property owners that live more than 150 miles from White Bluff may post their food and beverage credit for sale on the White Bluff website. This credit sales program has been very popular and has allowed many property owners to sell their credit and recoup their fees. Article VI(e) of the Bylaws of the White Bluff Property Owners Association, Inc. (the "Association") grant the power to the Association to exercise all of the powers and privileges and to perform all of the duties and obligations as may be set forth in the Declaration. Additionally, the Bylaws grant the power to "fix, levy, collect and enforce payment by any lawful means, all charges or assessments provided for by the Declaration," and "insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors of the Association will promote the common benefit and enjoyment of the Owners..."

Article III(3) of the Declaration states that "the rights of membership [in the Association] are subject to the payment of the annual maintenance fees and any special assessments lawfully levied by the Association." The Board of Directors properly implemented the Food and Beverage credit program to promote the common benefit and enjoyment of the property owners and is not limited to food and beverage, but can be used at any facility in the Development. These efforts are aimed at generating interest in, and improving the hospitality operations at White Bluff, which will benefit all property owners at White Bluff. This program is also very flexible, with a "for sale" program for those property owners that do not live close enough to regularly enjoy the amenities at White Bluff.

We regret the frustration felt by the above consumers, but the POA made every effort to craft a program that addressed the concerns of distant and local property owners. However, it is our position that neither the White Bluff POA nor Double Diamond and its staff engaged in any wrongdoing in connection with this transaction, and a refund of the assessed fees for the food and beverage credit program is not warranted.

Please do not hesitate to contact me should you have any questions or require additional information regarding this matter.

Sincerely,



Michael R. Skahan  
Associate General Counsel