

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

UNITED STATES OF AMERICA,)
STATE OF COLORADO,)
STATE OF FLORIDA DEPARTMENT OF)
ENVIRONMENTAL PROTECTION,)
STATE OF ILLINOIS,)
STATE OF INDIANA,)
STATE OF MARYLAND,)
STATE OF NEVADA,)
and COMMONWEALTH OF VIRGINIA,)
) Civil Action No.
)
Plaintiffs,)
)
)
)
v.)
)
THE RYLAND GROUP, INC.)
d/b/a RYLAND HOMES,)
)
)
Defendant.)

CONSENT DECREE

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Whereas, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed the Complaint in this matter alleging that The Ryland Group, Inc., doing business as Ryland Homes, and its wholly-owned subsidiaries (“Ryland”) has violated the Clean Water Act (“CWA”), 33 U.S.C. §§ 1251-1387, and the regulations promulgated pursuant to that statute, including the conditions and limitations of the Federal General Permit, and various applicable state permits.

Whereas, the State of Colorado, the State of Florida Department of Environmental Protection, the State of Illinois, the State of Indiana, the State of Maryland, the State of Nevada, and the Commonwealth of Virginia are Co-Plaintiffs and have joined in the filing of the Complaint in this matter alleging that Ryland has violated state clean water laws, including the following, respectively: the Colorado Water Quality Control Act, the Florida Air and Water Pollution Control Act, the Illinois Environmental Protection Act, the Indiana Water Pollution Control Act, the Maryland Water Pollution Control Act, the Nevada Water Pollution Act, and the Virginia Stormwater Management Act, and the regulations promulgated pursuant to those statutes including, respectively, the terms and conditions of the Colorado CDPS General Permit for Stormwater Discharges Associated with Construction Activity; the Florida NPDES Generic Permit for Stormwater Discharge Associated with Large and Small Construction Activities; the Illinois General NPDES Permit for Storm Water Discharges from Construction Site Activities; the Indiana NPDES General Permit for Storm Water Run-off Associated with Construction Activities; the Maryland General Permit for Stormwater Associated with Construction Activity; the Nevada Stormwater General Permit; and the Virginia General Permit for Discharges of Stormwater from Construction Activities.

Whereas, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest;

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section II, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. DEFINITIONS

1. Definitions. Except as specifically provided in this Consent Decree the terms used in this Decree shall be defined in accordance with definitions in the Clean Water Act and the regulations promulgated pursuant to the Clean Water Act. Whenever the terms listed below are used in this Decree, the following definitions apply:

a. Action Item – a condition that requires action to be taken to achieve or maintain compliance with Stormwater Requirements.

b. Applicable Permit – whichever of the following permits is applicable to a particular Site: (i) the Federal Construction General Permit for activities subject to permitting pursuant to 40 C.F.R. § 122.26(b)(14)(x) or 40 C.F.R. § 122.26(b)(15); or (ii) in the case of an Authorized State, the Authorized State’s comparable National Pollutant Discharge Elimination System (“NPDES”) construction general permit; or (iii) an individual NPDES permit issued by EPA or an Authorized State for stormwater discharges subject to 40 C.F.R. § 122.26(b)(14)(x) or 40 C.F.R. § 122.26(b)(15). This term applies to that permit in its current form or as it may be amended in the future.

c. Authorized State – a state with an NPDES Permit Program that has been authorized by EPA under Section 402(b) of the CWA, 33 U.S.C. § 1342(b), and 40

C.F.R. Part 123 to issue individual or general NPDES permits as defined by the term Applicable Permit.

d. Best Management Practices (“BMPs”) – the definition in 40 C.F.R. § 122.2, in its current form or as it may be amended in the future. That definition currently is “schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of ‘waters of the United States.’” BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.”

e. Builder – The Ryland Group, Inc., and its wholly-owned subsidiaries that own or operate Projects or Sites. For purposes of this definition, “wholly-owned subsidiaries” includes entities where The Ryland Group, Inc., owns a majority interest in the entity and an entity having a common parent with The Ryland Group, Inc., owns the remaining interest. Builder does not include any subsidiary that does not engage in any residential construction.

f. Business Day – any day other than a Saturday, Sunday, or State or Federal legal holiday. If a stated time period in the Decree expires on a Saturday, Sunday, or State or Federal legal holiday, it shall be extended to include the next Business Day.

g. Clean Water Act (“CWA”) – the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387.

h. Complaint – shall mean the complaint filed by the United States, the State of Colorado, the Florida Department of Environmental Protection, the States of Illinois, Indiana, Maryland, Nevada, and the Commonwealth of Virginia in this action.

- i. Consent Decree or Decree – shall mean this Decree and all Appendices attached hereto (listed in Section XXI).
- j. Contractor – any contractor (other than a Stormwater Consultant, a utility company or its contractor, or a contractor hired at the behest of a governmental entity or a utility company) that has a contract with Builder to perform work on a Site.
- k. Contractor Representative – a person with the authority and responsibilities described in Paragraph 20.c. (Listed Contractor and Stormwater Consultant Compliance).
- l. Date of Entry – the date the Court-approved Decree is entered in the civil docket under Federal Rule of Civil Procedure 79(a).
- m. Designee – a Builder employee who is Stormwater Trained, pursuant to Paragraph 18 (Stormwater Training Program), or a “Stormwater Consultant” as that term is defined in Paragraph 1.uu.
- n. Division – Builder’s mid-level management unit (the management level between national management and Site-level management) that manages multiple Sites and Projects. Builder may modify its divisional structure to meet its business needs.
- o. Division Stormwater Compliance Representative – a Builder employee designated pursuant to Paragraph 8.b (Designation of Stormwater Compliance Representatives) to oversee stormwater compliance activities for a Division (or for a comparable business unit if Builder or Division renames or reorganizes its internal structure).
- p. Division Quarterly Compliance Summary Report – a report in the form attached at Appendix F and as required by Paragraph 16 (Division Quarterly Compliance

Summary Report).

- q. EPA – the U.S. Environmental Protection Agency.
- r. Federal General Permit – the federal “NPDES General Permit for Stormwater Discharges from Construction Activities” issued by EPA on July 1, 2003 (68 Fed. Reg. 39087), as modified and amended by the permit issued July 14, 2008 (73 Fed. Reg. 40338), and any subsequent amendments or modifications thereto or other permits subsequently issued by EPA to implement the requirements of 40 C.F.R. Parts 122, 123 and 124 for stormwater discharges from construction activities.
- s. Federal Plaintiff – the United States of America, acting on behalf of EPA.
- t. Government Inspection – a state or federal inspection conducted to evaluate compliance with Stormwater Requirements. This term also includes local inspections conducted by a local government entity to enforce an Applicable Permit if that entity has been delegated inspection or enforcement authorities for that permit.
- u. List of Projects and Sites – a list of Projects and Sites as required by Paragraph 9 (Notice to EPA of List of Projects and Sites).
- v. Listed Contractor – any Contractor in a category identified in Appendix K.
- w. National Compliance Summary Report – a report in the form attached at Appendix G and as required by Paragraph 17 (National Compliance Summary Report).
- x. National Reporting Period – the time periods covered by the National Compliance Summary Report(s) shown on the table set out in Paragraph 17.
- y. National Stormwater Compliance Representative – a Builder employee designated pursuant to Paragraph 8.c (Designation of Stormwater Compliance Representatives).

- z. Notice of Intent (“NOI”) – a request for coverage under an Applicable Permit.
- aa. Notice of Termination (“NOT”) – notification that coverage under an Applicable Permit is ready for termination.
- bb. Paragraph – shall mean a portion of this Decree identified by an Arabic numeral.
- cc. Parties – the Federal Plaintiff, the State Plaintiffs, and Builder.
- dd. Pre-Construction Inspection and Review – the inspection and review required by Paragraph 12 (Pre-Construction Inspection and Review).
- ee. Pre-Construction Inspection and Review Form (“PCIR Form”) – the form attached at Appendix C and as required by Paragraph 12 (Pre-Construction Inspection and Review).
- ff. Project – any land where Builder engages in construction activity that includes residences, or other construction associated with those residences, and where Builder asserts coverage under an Applicable Permit is not required.
- gg. Quarterly Compliance Inspection – an inspection of a Site, as required by Paragraph 15 (Site Quarterly Stormwater Compliance Inspection and Review).
- hh. Quarterly Compliance Inspection Form – the form attached at Appendix E and as required by Paragraph 15 (Site Quarterly Stormwater Compliance Inspection and Review).
- ii. Quarterly Compliance Review – a compliance review of a Site as required by Paragraph 15 (Site Quarterly Stormwater Compliance Inspection and Review).

jj. Quarterly Compliance Review Form – the form attached at Appendix E and as required by Paragraph 15 (Site Quarterly Stormwater Compliance Inspection and Review).

kk. Quarterly Reporting Period (or “QRP”) – the first Quarterly Reporting Period shall be from the Date of Entry until the end of the first three (3) full calendar months following the Date of Entry. Thereafter, the Quarterly Reporting Period shall be each successive period of three (3) calendar months. The last day of the last Quarterly Reporting Period will be three (3) years after the Date of Entry, even if this results in a Quarterly Reporting Period that is less than three (3) full calendar months.

ll. Record – any record, report, document, or photograph required to be created or maintained pursuant to Stormwater Requirements.

mm. Responsive Action – an action taken or that is necessary to be taken to achieve or maintain compliance with Stormwater Requirements.

nn. Section – shall mean a portion of this Decree identified by a Roman numeral.

oo. Site – any area where Builder engages in construction activity that includes residences, or other construction associated with those residences, and where coverage under an Applicable Permit is required. Builder may treat non-contiguous areas that are part of a common plan of development as a single Site.

pp. Site Inspection – an inspection of a Site, as required by Paragraph 13 (Inspections).

qq. Site Inspection Report – a form attached at Appendix D and as required by Paragraph 13 (Inspections).

rr. Site Stormwater Compliance Representative – a Builder employee designated pursuant to Paragraph 8.a (Designation of Stormwater Compliance Representatives) to oversee stormwater compliance activities at a Site.

ss. State Plaintiffs – the State of Colorado, the Florida Department of Environmental Protection, the States of Illinois, Indiana, Maryland, Nevada, and the Commonwealth of Virginia.

tt. Stormwater Compliance Representatives – Site Stormwater Compliance Representatives, Division Stormwater Compliance Representatives and the National Stormwater Compliance Representative.

uu. Stormwater Consultant – a person or company who provides professional or expert assistance to Builder in complying with Stormwater Requirements. Each person who is a Stormwater Consultant shall: (i) possess the skills to assess conditions at a Site that could impact the quality of stormwater and non-stormwater discharges and compliance with Stormwater Requirements; and (ii) be knowledgeable in the principles and practices of sediment and erosion control and other BMPs. The term “Stormwater Consultant” does not include Contractors hired exclusively to install, maintain, or repair BMPs.

vv. Stormwater Consultant Representative – a person with the authority and responsibilities described in Paragraph 20.c. (Listed Contractor and Stormwater Consultant Compliance).

ww. Stormwater Orientation Program – this term includes all of the orientation requirements set forth in Paragraphs 19 and 20 (Stormwater Orientation Program and Listed Contractor and Stormwater Consultant Compliance).

xx. Stormwater Plan (“SWP”) – a plan for controlling pollutants in stormwater and non-stormwater discharges that meets Stormwater Requirements.

yy. Stormwater Requirements – the terms and conditions of this Decree and the Applicable Permit for the particular Site, and the laws and regulations that apply, interpret, or enforce the Applicable Permit, in their current form or as any of the foregoing requirements may be amended in the future.

zz. Stormwater Trained – an individual who: (i) is certified under the Stormwater Training Program pursuant to Paragraph 18.a.(ii) and (iii) (Stormwater Training Program); (ii) is certified under the Certified Professional in Erosion and Sediment Control (“CPESC”) program, maintains a current CPESC certification, and receives the Builder-specific orientation described in Paragraph 19 (Stormwater Orientation Program); or (iii) is certified under another training program agreed to by the Federal Plaintiff after a request made to the EPA representative listed in Section XIII (Notices).

aaa. Stormwater Training Program – this term includes all of the training required by Paragraph 18 (Stormwater Training Program).

bbb. United States – shall mean the United States of America, acting on behalf of EPA.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367, and Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b), and over the Parties. For purposes of this Decree, or any action to enforce this Decree, Builder consents to the Court’s jurisdiction over Builder, this Decree, and any action to

enforce this Decree. Builder also consents to venue in this judicial district for this action and any action to enforce this Decree.

3. In accordance with Section 309(b) of the CWA, 33 U.S.C. § 1319(b), the United States has notified the States of California, Colorado, Florida, Georgia, Illinois, Indiana, Maryland, Minnesota, Nevada, North Carolina, South Carolina, Texas, and the Commonwealths of Kentucky and Virginia of the commencement of this action.

III. APPLICABILITY

4. Parties Bound. The obligations of this Decree apply to and are binding upon the United States and the State Plaintiffs, and upon Builder and any successor or assign to all or substantially all of its business (but only to the extent of the Projects and Sites acquired). This Decree shall not be binding on any purchaser of real property who is not an entity otherwise covered by this Decree.

5. Responsibility for Acts of Others. Builder shall be responsible for complying with Stormwater Requirements at Builder's Sites. In any action to enforce this Decree, Builder shall not assert as a defense the failure by any officer, director, trustee, servant, successor, assign, employee, agent, Contractor, sub-contractor or Stormwater Consultant to comply with Paragraphs 8 through 22 of this Decree.

6. Builder shall not alter its general corporate structure or enter into agreements with third parties for the primary purpose of directly or indirectly circumventing the requirements of this Consent Decree.

IV. BUILDER'S COMPLIANCE PROGRAM

7. Compliance. Builder shall comply with all applicable Stormwater Requirements at Builder's Sites and shall not violate the prohibition in Section 301(a) of the CWA by

discharging pollutants in stormwater without an Applicable Permit, or by making prohibited non-stormwater discharges, to waters of the United States at any of Builder's Sites or Projects.

8. Designation of Stormwater Compliance Representatives.

a. Builder shall designate a Site Stormwater Compliance Representative for each Site prior to signing the Pre-Construction Inspection and Review Form for that Site or within sixty (60) days of the Date of Entry, whichever is later. Each Site Stormwater Compliance Representative shall:

(i) be a Builder employee;

(ii) be Stormwater Trained;

(iii) be authorized by Builder and have the responsibility to supervise all work necessary to meet Stormwater Requirements at the Site, including work performed by Contractors, sub-contractors and Stormwater Consultants;

(iv) be authorized by Builder and have the responsibility to order employees, Contractors, sub-contractors and Stormwater Consultants to take appropriate Responsive Action to comply with Stormwater Requirements, including requiring any such person to cease or correct a violation of Stormwater Requirements, and to order or recommend such other actions or sanctions as necessary to meet Stormwater Requirements;

(v) be familiar with and have the authority and responsibility to update the Site's SWP;

(vi) be the point of contact at the Site for regulatory officials, Builder employees, Contractors, sub-contractors and Stormwater Consultants regarding Stormwater Requirements; and

(vii) report to the Division Stormwater Compliance Representative regarding compliance with Stormwater Requirements.

b. Builder shall designate one Division Stormwater Compliance Representative (who must be Stormwater Trained not later than sixty (60) days after the Date of Entry) for each Site prior to signing the Pre-Construction Inspection and Review Form for that Site or within thirty (30) days of the Date of Entry, whichever is later. Builder may designate the same Division Stormwater Compliance Representative for more than one Site or Division or designate multiple such Representatives for a single Division. Each Division Stormwater Compliance Representative shall:

- (i) be a Builder employee;
- (ii) be Stormwater Trained;
- (iii) be authorized by Builder and have the responsibility to supervise all work necessary to meet Stormwater Requirements in the Division including work performed by Contractors, sub-contractors and Stormwater Consultants;
- (iv) be authorized by Builder to order employees, Contractors, sub-contractors and Stormwater Consultants to take appropriate Responsive Action to comply with Stormwater Requirements, including requiring within his or her Division any such person to cease or correct a violation of Stormwater Requirements, and to order or recommend such other actions or sanctions as necessary to meet Stormwater Requirements; and
- (v) be familiar with and have the authority (or the responsibility to obtain the approval) to certify and amend SWPs.

c. Builder shall designate one National Stormwater Compliance

Representative not later than seven (7) days after the Date of Entry of this Decree. The National Stormwater Compliance Representative shall:

- (i) be a Builder employee;
- (ii) be Stormwater Trained not later than thirty (30) days after the Date of Entry;
- (iii) oversee the development and maintenance of the List of Projects and Sites established pursuant to Paragraph 9 (Notice to EPA of List of Projects and Sites);
- (iv) submit the National Compliance Summary Report to the Federal Plaintiff, and submit to each of the State Plaintiffs the National Compliance Summary Report or the portion of the report that is relevant to the respective State pursuant to Paragraph 17 (National Compliance Summary Report); and
- (v) serve as Builder's point of contact for State and Federal Plaintiffs for company-wide compliance matters related to Stormwater Requirements.

d. If a Stormwater Compliance Representative must be replaced and Builder replaces him or her within thirty (30) days of the vacancy, the gap in designation shall not be deemed a violation of Paragraph 8.a., b., c. or g. of this Decree. However, the vacancy shall not excuse non-compliance with any other Stormwater Requirement. During any such vacancy, a Stormwater Trained Builder employee shall fulfill the signature requirements of Paragraphs 13.b., 15.c. and 16.

e. Except as expressly provided in the Decree, Stormwater Compliance Representatives may delegate the performance of stormwater compliance duties required under this Decree to Designees. Any such delegation does not relieve Builder of

responsibility for the proper performance of any delegated task or for compliance with Stormwater Requirements. Designees shall have sufficient authority to perform the delegated tasks.

f. Stormwater Compliance Representatives may also hire Contractors to install, maintain or repair BMPs. Any such use of Contractors does not relieve Builder of responsibility for the proper performance of any delegated task or for compliance with Stormwater Requirements.

g. Builder shall post the name and contact information for all Site Stormwater Compliance Representatives for a Site at a conspicuous location at that Site, such as at the construction office, or at an entrance or exit if the Site does not have a construction office.

9. Notice to EPA of List of Projects and Sites.

a. Not later than sixty (60) days after the Date of Entry, Builder shall provide a List of Projects and Sites (“the List”) to the EPA representative listed in Section XIII (Notices) in searchable electronic form or in hardcopy, in the format attached as Appendix A as described below.

(i) The initial List shall include all Sites and Projects where Builder has initiated construction activity and final stabilization has not occurred as of the Date of Entry.

(ii) The List shall provide: (A) the State and County in which the Site is located; and (B) the Site name.

(iii) Builder shall also provide on the List the following additional information for each Site: (A) the location information from the NOI (if the

location information in the NOI does not contain a Site's street address or the latitude and longitude, then specific information regarding the Site's location – for example, a street address, nearby intersection, or the latitude and longitude – must be provided); (B) the date that the Pre-Construction Inspection and Review Form was signed, for Sites where Builder commenced construction activity after the Date of Entry; (C) the estimated number of acres that will be disturbed at the Site; (D) the name of the permit holder; and (E) when applicable, the date the NOT was signed. This additional information about each Site shall be provided either by adding the information to the List or by providing it by a hyperlink in the List to documents that contain the information (e.g., NOI, PCIR Form, NOT).

(iv) For each of Builder's Projects, the List shall include the Project's name and address.

(v) Builder shall also include on the List the number of Sites owned or operated by any entity in which Builder has an interest other than a wholly-owned interest.

b. Builder shall provide to the EPA representative listed in Section XIII (Notices) an updated List on or before the 30th day after the end of each Quarterly Reporting Period. The updated List shall include the information provided in Paragraph 9.a. for each Site and Project, including new Sites and Projects. New Sites or Projects are those where commencement of construction activity occurred during the prior Quarterly Reporting Period. For previously listed Sites, Builder is required to update only the permittee name and the date the NOT was signed, and this information shall be provided by either adding the information to the List or by providing it by a hyperlink in the List to

documents that contain the information (e.g., NOI, PCIR Form, NOT). Builder may remove Sites from the updated List after filing an NOT under the Applicable Permit, but only after identifying that an NOT was filed, on at least one quarterly updated version of the List.

c. For purposes of this Paragraph 9, construction activity does not include geotechnical investigations, surveying, environmental testing, plant (vegetation) salvage, or the initial installation of stormwater controls that are not sediment basins, provided that none of these activities involves significant soil disturbance.

10. Permits. Solely for the purposes of compliance with this Decree, at a Site where coverage under an Applicable Permit is or will be required, Builder shall obtain permit coverage at that Site prior to signing the Pre-Construction Inspection and Review Form, or within the time required by the Applicable Permit, whichever is earlier. This provision is not an admission by any Party as to the requirements for obtaining an Applicable Permit under the Clean Water Act.

11. Stormwater Plans and Records.

a. For each Site, Builder shall prepare a site-specific SWP prior to signing the Pre-Construction Inspection and Review Form, or within the time required by the Applicable Permit, whichever is earlier. This Paragraph 11 only applies to Sites at which the Pre-Construction Inspection and Review Form is signed after the Date of Entry.

b. Builder shall provide a copy of the EPA guidance document attached as Appendix B to the persons who prepare each of its SWPs. The development of all SWPs after the Date of Entry shall be guided by this guidance document, as appropriate to comply with the Applicable Permit. If there is a conflict between this EPA guidance document and the terms of this Consent Decree, including its appendices, or the terms of

an Applicable Permit, the terms of the Consent Decree or the Applicable Permit, as appropriate, shall control.

c. All SWPs and SWP amendments shall comply with the terms and conditions of the Applicable Permit and this Decree. Each SWP shall:

(i) be site specific;

(ii) identify the BMPs that will be used for each anticipated major phase of construction;

(iii) incorporate the inspection frequency and routine maintenance deadlines under the Applicable Permit; and

(iv) include clear, concise descriptions of site-specific BMPs to implement the requirements of the Applicable Permit and to guide those responsible for overseeing implementation of the SWP at each stage of construction.

d. Each SWP shall contain a statement by the preparer that its development was guided by the requirements of Paragraph 11.c. and EPA's guidance document attached hereto as Appendix B.

e. SWPs shall be revised or amended in accordance with the Applicable Permit.

f. All SWPs and SWP amendments shall be certified as required by the Applicable Permit.

g. The Site Stormwater Compliance Representatives shall review the SWP for his/her Site, and such review shall not be delegated.

h. The SWP and any Records required to be maintained at individual Sites by

the Applicable Permit or Paragraphs 12 (Pre-Construction Inspection and Review), 13 (Inspections), and 14 (Maintenance) shall be maintained at the relevant Site construction office if the Site has one. If there is no construction office, the location of the SWP and these Records shall be posted along with, or adjacent to, the contact information of the Site Stormwater Compliance Representative(s) required by Paragraph 8.g.

12. Pre-Construction Inspection and Review.

a. For Sites where Builder commences construction activity more than thirty (30) days after the Date of Entry, a Stormwater Compliance Representative (who must be Stormwater Trained not later than sixty (60) days after the Date of Entry) shall perform a Pre-Construction Inspection and Review prior to Builder's commencement of construction activity at that Site.

b. For purposes of this Paragraph 12, the commencement of construction activity does not include geotechnical investigations, surveying, environmental testing, plant (vegetation) salvage, or the initial installation of BMPs that are not sediment basins, provided none of these activities involve significant soil disturbance.

c. The Pre-Construction Inspection and Review shall include an inspection of the entire Site and completion of the Pre-Construction Inspection and Review Form attached at Appendix C. The Pre-Construction Inspection and Review Form may be completed in an electronic format. Prior to the commencement of Builder's construction activity, a Responsive Action shall be completed for each Action Item on the Pre-Construction Inspection and Review Form, identified during the Pre-Construction Inspection and Review.

d. A Stormwater Compliance Representative shall review and sign (either

electronically or in hard copy) the Pre-Construction Inspection and Review Form, a task that may not be delegated. The Pre-Construction Inspection and Review Form shall be located as provided by Paragraph 11.h.

e. Where any entity other than Builder commenced construction activity at a Site and Builder takes title to all or a portion of that Site after the Date of Entry, Builder shall determine no later than ten (10) Business Days after taking title whether that portion of that Site has unstabilized soils. If so, Builder shall, as soon as practicable, install and maintain appropriate erosion and sediment control BMPs or assume responsibility for maintaining any existing appropriate erosion and sediment control BMPs for those portions of the Site with unstabilized soils.

13. Inspections.

a. At a minimum, the Site Stormwater Compliance Representative shall inspect each Site at the frequency required by the Applicable Permit. The Site Inspection requirements for each Site shall go into effect on the date the Pre-Construction Inspection and Review Form is signed, or on the date required by the Applicable Permit, whichever is earlier.

b. Commencing thirty (30) days after the Date of Entry, the Site Stormwater Compliance Representative (who must be Stormwater Trained not later than sixty (60) days after the Date of Entry) shall record Site Inspections on the Site Inspection Report form attached as Appendix D. The Site Inspection Report form may be completed in an electronic format. If a Designee conducts an inspection, the Site Stormwater Compliance Representative shall review and sign (either electronically or in hard copy) the completed Site Inspection Report, a task that may not be delegated. The Site

Inspection Report shall be certified in accordance with the terms of the Applicable Permit.

c. The final Site Inspection Report generated prior to the submittal of a NOT shall be clearly labeled as such.

d. The Site Inspection Reports shall be kept with the SWP.

14. Maintenance.

a. Builder shall maintain each Site in accordance with Stormwater Requirements.

b. For every Action Item on the Site Inspection Report that is identified during a Site Inspection required by Paragraph 13 (Inspections) or on the Quarterly Compliance Inspection Form that is identified during a Quarterly Compliance Inspection as required by Paragraph 15 (Site Quarterly Stormwater Compliance Inspection and Review), the Site Stormwater Compliance Representative or a Contractor whose work is supervised by the Site Stormwater Compliance Representative shall record the information required on the applicable forms (Appendices D and E) or in another single, identifiable document or database. The information required includes: a specific reference to the Action Item including the date of the inspection, a brief description of the Responsive Action taken, and the date the Responsive Action was completed. The Site Stormwater Compliance Representative need not (but may) record Responsive Actions completed during the inspection when the Action Item was discovered. The Responsive Action Log, Site Inspection Report, or the single identifiable document or database referenced above shall be kept on Site as per Paragraph 11.h.

15. Site Quarterly Compliance Inspection and Review.

a. Builder shall provide for Site oversight and review by following the procedures in the subparagraphs below.

b. At least once during each Quarterly Reporting Period, beginning with the first full Quarterly Reporting Period after the Date of Entry or the first full Quarterly Reporting Period after the date the Pre-Construction Inspection and Review is signed, whichever is later, the Division Stormwater Compliance Representative shall conduct a Quarterly Compliance Inspection of each Site in the Division. The results shall be recorded on a Quarterly Compliance Inspection Form attached at Appendix E. The Quarterly Compliance Inspection shall not be conducted by the same person who conducted a Site Inspection under Paragraph 13 (Inspections) (other than a Quarterly Compliance Inspection under this Paragraph 15 that also serves as a Site Inspection under Paragraph 13) at the Site during that Quarterly Reporting Period.

c. No later than seven (7) days after the Quarterly Compliance Inspection, the Division Stormwater Compliance Representative shall complete a Quarterly Compliance Review in accordance with the form attached at Appendix E. The Division Stormwater Compliance Representative shall review the Quarterly Compliance Review Form with the Site Stormwater Compliance Representative(s) for that Site, all of whom shall sign the Quarterly Compliance Review Form. No task in this subparagraph may be delegated except as provided in Appendix E.

d. The Site Stormwater Compliance Representative(s) shall be responsible for managing the completion of a Responsive Action for each Action Item on the form and identified during the Quarterly Compliance Inspection or Quarterly Compliance

Review in the same manner as required under Paragraph 14 (Maintenance).

e. If a Quarterly Compliance Inspection and Review is missed, then the next Quarterly Compliance Review must also include the information required by the Review for the missed Quarterly Reporting Period.

16. Division Quarterly Compliance Summary Report. Within thirty (30) days of the end of each Quarterly Reporting Period, each Division Stormwater Compliance Representative shall prepare a Division Quarterly Compliance Summary Report in accordance with the form attached at Appendix F. The Division Quarterly Compliance Summary Report shall be reviewed and signed by the Division Stormwater Compliance Representative, a task that may not be delegated. Copies shall be sent to all Site Stormwater Compliance Representatives within the Division and any other persons identified in Appendix F. If a Division Quarterly Compliance Summary Report is missed, then the next Division Quarterly Compliance Summary Report must also include the information for the missed report.

17. National Compliance Summary Report. The National Stormwater Compliance Representative shall submit the National Compliance Summary Report to the Federal Plaintiff pursuant to Section XIII (Notices), and submit to each of the State Plaintiffs the National Compliance Summary Report or the portion of the report that is relevant to that State, in accordance with the form attached as Appendix G. The National Stormwater Compliance Representative, or a Builder executive at a higher corporate level, shall certify the report. The tasks in this Paragraph may not be delegated. The National Compliance Summary Report shall be due as set forth in the following Table:

National Compliance Summary Report	Report Coverage Period (“National Reporting Period”)	Report Due Within 60 Days after the Last Day of the Following Period
1	1 st & 2 nd Quarterly Reporting Periods	2 nd Quarterly Reporting Period
2	3 rd & 4 th Quarterly Reporting Periods	4 th Quarterly Reporting Period
3	5 th , 6 th , 7 th & 8 th Quarterly Reporting Periods	8 th Quarterly Reporting Period
4	9 th , 10 th , 11 th & 12 th Quarterly Reporting Periods	12 th Quarterly Reporting Period

Copies shall be sent to the persons identified in Appendix G.

18. Stormwater Training Program.

a. Builder shall implement the Stormwater Training Program set forth in Appendices H and J. The Stormwater Training Program shall include: employee stormwater training; Stormwater Compliance Representative training; and annual refresher training. Training under this program may be live or provided through electronic media.

(i) Builder shall provide employee stormwater training to all Builder employees who, in the field at a Site, primarily and directly supervise (or who primarily and directly assist in the supervision of) construction activity at a Site and who are not covered by subparagraph 18.a.(ii). Builder employees must complete the employee stormwater training no later than sixty (60) days after the Date of Entry, or no later than thirty (30) days after beginning work at a Site, whichever is later. The employee stormwater training syllabus is attached at Appendix H. Employee stormwater training that meets the requirements of this Consent Decree may be completed prior to the Date of Entry. The employee stormwater training program may be the same as the Stormwater Compliance

Representative training program.

(ii) Builder shall provide Stormwater Compliance Representative training to all Stormwater Compliance Representatives and any Builder employee Designee of such representative, pursuant to the syllabus attached as Appendix H. To be certified as Stormwater Trained under this subparagraph, all Stormwater Compliance Representatives and Builder employee Designees, must complete the Stormwater Compliance Representative training and pass a written or electronic test which is equivalent to the test that has been approved by EPA and is subject to a claim of Confidential Business Information by Ryland, as described in Appendix J. All Stormwater Compliance Representatives and Builder employee Designees, shall be certified as Stormwater Trained no later than sixty (60) days after the Date of Entry, or prior to being a designated Stormwater Compliance Representative or Designee at a Site, whichever is later. Stormwater Compliance Representative training that meets the requirements of this Consent Decree may be completed prior to the Date of Entry. Employees who have completed Stormwater Compliance Representative training within fifteen (15) months prior to the Date of Entry may be certified in compliance with this subparagraph by passing the test within sixty (60) days after the Date of Entry. A certification under this subparagraph shall be valid for up to fifteen (15) months.

(iii) Builder shall provide refresher training for Stormwater Compliance Representatives and Builder employee Designees who were previously certified under subparagraph 18.a.(ii) and who continue to work as Stormwater Representatives or Designees. Prior to their certification expiring, per

subparagraph 18.a.(ii), each such person shall complete the refresher training, pursuant to the syllabus attached as Appendix H, and pass a written or electronic test which is equivalent to the test that has been approved by EPA and is subject to a claim of Confidential Business Information by Ryland, as described in Appendix J. The renewal certification shall be valid for up to fifteen (15) months.

(iv) Builder shall maintain records of each Stormwater Compliance Representative's and Builder employee Designee's certification. Builder shall provide such records to the Federal Plaintiff within thirty (30) days of Federal Plaintiff's request, or within another period of time agreed to by the Builder and Federal Plaintiff in light of the size of the request.

b. Builder's Stormwater Training Program shall be written, developed and produced by either: (i) a Stormwater Consultant or (ii) a Stormwater Trained Builder employee.

c. Builder shall evaluate Builder's Stormwater Training Program annually and determine whether any changes to the Stormwater Training Program are necessary. A written evaluation of the Stormwater Training Program and a description of any significant proposed changes for EPA's approval shall be included in the second semi-annual National Compliance Summary Report, and each annual National Compliance Summary Report thereafter.

19. Stormwater Orientation Program.

a. Not later than sixty (60) days after the Date of Entry or prior to a Listed Contractor or Stormwater Consultant beginning work for Builder, whichever is later, Builder shall provide either by posting on an internet site or otherwise delivering to each

Listed Contractor or Stormwater Consultant: an overview of the Builder's stormwater program; information explaining how to contact a Site Stormwater Representative as required by Paragraph 20.c.(iv); and a description of the potential consequences for failure to comply with Stormwater Requirements.

b. Not later than seven (7) days after the Site Pre-Construction Inspection and Review Form is signed or prior to a Listed Contractor or Stormwater Consultant beginning work at a Site, whichever is later, Builder shall provide all Listed Contractors and Stormwater Consultants at the Site the following information: Builder's compliance expectations; how to obtain additional stormwater compliance information; and the potential consequences of non-compliance. This information may be provided by posting it in the same location as the information required by Paragraph 8.g. or it may be provided by alternative means of delivery.

20. Listed Contractor and Stormwater Consultant Compliance.

a. After the Date of Entry, written requests for bids from Listed Contractors and Stormwater Consultants for work at a Site shall notify the bidding Listed Contractors and Stormwater Consultants that any successful bidder must comply with the Applicable Permit.

b. Within sixty (60) days of the Date of Entry or prior to a Listed Contractor or Stormwater Consultant beginning work for Builder, whichever is later, Builder shall provide either by posting on an internet site or otherwise delivering to each Listed Contractor or Stormwater Consultant the applicable "Dos & Don'ts List" included in Appendix L.

c. Builder's master contracts entered into or modified (other than

modifications to project-specific addenda) after the Date of Entry with Listed Contractors and Stormwater Consultants shall: (i) require compliance with the Applicable Permit and with instructions by Builder's Stormwater Compliance Representatives to comply with Stormwater Requirements; (ii) require all Listed Contractors to circulate the "Dos and Don'ts List" to their employees and sub-contractors who will be working at a Site; (iii) require designation of a Contractor Representative or Stormwater Consultant Representative, respectively, with the authority to oversee, instruct, and direct their respective employees and sub-contractors at a Site regarding compliance with Stormwater Requirements; (iv) require the Contractor Representative or Stormwater Consultant Representative to contact a Builder's Site Stormwater Compliance Representative to obtain any additional stormwater compliance information; (v) where the information required by Paragraph 19.a. or 20.b. is provided through an internet site, identify the internet site and require the Listed Contractor Representative or Stormwater Consultant Representative to review the posted information; and (vi) describe the consequences for failure to comply with the Applicable Permit.

21. Corporate Acquisition. In the event that Builder acquires the business or all or substantially all of the assets of another company by purchase or merger after the Date of Entry, Paragraphs 8-20 of the Consent Decree shall apply to all of the acquired Projects and Sites owned or operated by the acquired company, or by one of its "wholly-owned-subsidiaries" (as that term is defined in Paragraph 1.e above, substituting the acquired company for Builder). Builder's obligation to comply with Paragraphs 8-20 of this Consent Decree with respect to Projects and Sites owned or operated by the acquired company or one of its wholly-owned subsidiaries shall begin 180 days from the date of closing the transaction, or after a longer period

of time if agreed to in writing by the Builder and Federal Plaintiff in light of the size of the acquisition. If a Site already has an existing SWP, then Builder does not need to comply with Paragraph 11 (Stormwater Plans and Records) or respond to Question 10 on Appendix C (Pre-Construction Inspection and Review Form) at such Site. If construction activity has commenced (as defined in Paragraph 12) at a Site of the acquired company, then Builder need not comply with the requirements of Paragraph 12 (Pre-Construction Inspection and Review) at that Site. Nothing in this Paragraph shall affect Builder's obligation to comply with Applicable Permits at the newly acquired Sites.

22. Submission of Records.

a. Within thirty (30) days of Federal Plaintiff's request for a Record, or within a longer period of time agreed to in writing by the Builder and Federal Plaintiff in light of the size of the request, Builder shall provide a copy to Federal Plaintiff at the address set forth in the request of any Record required under this Decree. This Paragraph does not apply to Record requests concerning a specific Site made during or after a Government Inspection of that Site.

b. The submittal of any Record to EPA under Paragraph 9 (Notice to EPA of List of Projects and Sites), Paragraph 17 (National Compliance Summary Report), and in response to a request made pursuant to Paragraph 22.a. shall be accompanied by a certification that meets the requirements of 40 C.F.R. § 122.22(b)-(d).

V. CIVIL PENALTY

23. Not later than thirty (30) days after the Date of Entry, Builder shall pay the sum of \$625,000 as a civil penalty. Failure to pay the civil penalty shall subject Builder to interest accruing from the first day after the 30-day period has run until the date payment is made, or until the 14th day after the 30-day period has run, whichever occurs first, at the rate specified in

28 U.S.C. § 1961. Failure to pay the civil penalty for more than fourteen (14) days after the 30-day period has run shall subject Builder to the stipulated penalty set forth in Paragraph 30.1.

24. Builder shall pay \$490,108 of the civil penalty by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice in accordance with written instructions to be provided to Builder following entry of the Consent Decree by the Financial Litigation Unit of the U.S. Attorney’s Office for the Western District of North Carolina, Suite 1650, 227 West Trade Street, Charlotte, NC 28202, (704) 344-6222. At the time of payment, Builder shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States, et al. v. The Ryland Group, Inc., and shall reference the civil action number and DOJ case number 90-5-1-1-08421, to the Federal Plaintiff in accordance with Section XIII of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268.

25. Builder shall pay the civil penalty due to each State Plaintiff in the manner described below. Each payment shall be accompanied by a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States, et al. v. The Ryland Group, Inc., and shall reference the civil action number and DOJ case number 90-5-1-1-08421.

a. Payment of \$ 4,496 due to the State of Colorado shall be made via certified or cashier’s check to the order of the Colorado Department of Public Health and Environment and mailed to:

Enforcement Workgroup Leader
Colorado Department of Public Health and Environment

Water Quality Control Division
4300 Cherry Creek Drive, South, Bldg. B
Denver, CO 80246-1530

Builder shall send a copy of the check and cover letter to the Federal Plaintiff and to the State of Colorado in accordance with Section XIII (Notices).

b. Payment of \$64,074 due to the State of Florida Department of Environmental Protection shall be made by cashier's check or money order payable to the State of Florida Department of Environmental Protection and shall include thereon Enforcement File Number OGC No. 11-0289 and the notation "Ecosystem Management and Restoration Trust Fund." The payment shall be sent to:

Florida Department of Environmental Protection
NPDES Stormwater Section
Attn: Eric Livingston
2600 Blair Stone Road, MS 2500
Tallahassee, Florida 32399-2400

Builder shall send a copy of the check and cover letter to the Federal Plaintiff and to the State of Florida in accordance with Section XIII (Notices).

c. Payment of \$11,241 due to the State of Illinois shall be made by certified check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund. The name, case number and the Settling Defendants' federal tax identification number shall appear on the face of the certified check or money order.

Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

Builder shall send a copy of the check and cover letter to the Federal Plaintiff and to the

State of Illinois in accordance with Section XIII (Notices).

d. Payment of \$22,482 due to the State of Indiana shall be made by a check made payable to “Indiana Department of Environmental Management Special Fund” and delivered to:

Indiana Department of Environmental Management
Cashier’s Office
Mail Code 50-10C
100 North Senate Avenue
Indianapolis, Indiana 46204-2251

Builder shall send a copy of the check and cover letter to the Federal Plaintiff and to the State of Indiana in accordance with Section XIII (Notices).

e. Payment of \$13,489 due to the State of Maryland shall be made by check made out to the Maryland Clean Water Fund and mailed to:

Maryland Department of the Environment
P.O. Box 2057
Baltimore, MD 21203-2057

Builder shall send a copy of the check and cover letter to Federal Plaintiff and to the State of Maryland in accordance with Section XIII (Notices).

f. Payment of \$7,869 due to the State of Nevada shall be made by check made out to NDEP and mailed to:

Nevada Division of Environmental Protection
Bureau of Water Pollution Control
c/o Cliff Lawson
Suite 3003
901 South Stewart Street
Carson City, NV 89701

Builder shall send a copy of the check and cover letter to the Federal Plaintiff and to the State of Nevada in accordance with Section XIII (Notices).

g. Payment of \$11,241 due to the Commonwealth of Virginia shall be made

by check, money order or cashier's check made out to Treasurer of Virginia including a notation "For Virginia Stormwater Management Fund/Ryland Consent Decree," and mailed to:

Virginia Department of Conservation and Recreation
Division of Finance
Accounts Payable
203 Governor Street, Suite 302
Richmond, VA 23219

Builder shall send a copy of the check and cover letter to the Federal Plaintiff and to the Commonwealth of Virginia in accordance with Section XIII (Notices).

26. Builder shall not deduct the civil penalty paid under this Section in calculating its federal income tax.

VI. REPORTING REQUIREMENTS

27. All National Compliance Summary Reports shall be submitted as required under Paragraph 17. A response to a request under Paragraph 22 (Submission of Records) shall be submitted to the federal official making the request.

28. The reporting requirements of this Consent Decree do not relieve Builder of any reporting obligations required by the Clean Water Act or its implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

VII. STIPULATED PENALTIES

29. Stipulated Penalty Amounts for Reported Violations. Builder shall submit National Compliance Summary Reports as required by Paragraph 17 (National Compliance Summary Report) to the Federal Plaintiff that will identify violations listed in this Paragraph. State Plaintiffs or Federal Plaintiff may also use other information gathered by State or Federal Plaintiffs to identify violations for which stipulated penalties may be assessed by the Federal

Plaintiff under this Paragraph 29. Except for subparagraph 29.a., stipulated penalties under this Paragraph will not begin to accrue until after the end of the second Quarterly Reporting Period. Federal Plaintiff may demand stipulated penalties pursuant to this Paragraph within one (1) year after the violation is reported to the Federal Plaintiff, or within six (6) months after termination of this Consent Decree pursuant to Section XVII (Termination), whichever is earlier. For each of the instances listed below, upon written demand of Federal Plaintiff, Builder shall pay stipulated penalties in the following amounts:

a. Discharge(s) of pollutants from a Site to a water of the United States prior to obtaining coverage as required under an Applicable Permit: \$2,500 per day of such discharge(s).

b. Failure to perform (including completion of all Responsive Actions) or, if performed, a material failure to document a Pre-Construction Inspection and Review as required by Paragraph 12 (Pre-Construction Inspection and Review): \$2,500 per Site.

c. Failure to perform or, if performed, a material failure to document a Site Inspection as required by Paragraph 13 (Inspections):

Percentage of Inspections Missed/Undocumented <u>Per National Reporting Period</u>	<u>Stipulated Penalty Per Period</u>		
	<u>3rd & 4th</u> <u>QRP</u>	<u>5th-8th</u> <u>QRP</u>	<u>9th-12th</u> <u>QRP</u>
0.01 to 5%	0	0	0
5.01 to 8%	\$2,500	\$10,000	\$15,000
8.01 to 12%	\$6,750	\$25,000	\$30,000
12.01 to 20%	\$12,500	\$50,000	\$100,000
20.01 to 25%	\$25,000	\$100,000	\$200,000
>25%	\$62,500	\$250,000	\$500,000

d. Failure to perform or, if performed, a material failure to document a Quarterly Compliance Inspection or Review as required by Paragraph 15 (Site Quarterly Stormwater Compliance Inspection and Review):

<u>Percentage of Quarterly Inspections or Reviews Undocumented Per National Reporting Period</u>	<u>Stipulated Penalty</u>
For each undocumented Inspection or review from 0.01 to 5% of required inspections or reviews:	\$100
For each additional undocumented Inspection or review from 5.01 to 10% of required inspections or reviews:	\$200
For each additional undocumented Inspection or review > 10% of required inspections or reviews:	\$300

If a Quarterly Compliance Review is missed, then the next Quarterly Compliance Review must also include the information required by the Review for the missed Quarterly Reporting Period.

e. Failure to prepare a Division Quarterly Compliance Summary Report as required by Paragraph 16 (Division Quarterly Compliance Summary Report):

<u>Days</u>	<u>Stipulated Penalty</u>
1 st through 7 th day	\$250 per Report
8 th through 30 th day	\$500 per Report
31 st through 90 th day	\$5,000 per Report

If a Division Quarterly Compliance Summary Report is missed, then the next Division Quarterly Compliance Summary Report must also include the information for the missed report.

f. Failure to have trained and certified Site Stormwater Compliance Representatives as required by Paragraph 18.a.(ii) and (iii) at the time of an inspection required by Paragraph 15 (Site Quarterly Stormwater Compliance Inspection and Review): \$100 per person.

30. Stipulated Penalty Amounts for Non-Self-Reported Violations. Builder shall not be obligated to report the following violations to Federal Plaintiff. Except for subparagraph 30.l., stipulated penalties under this Paragraph will not begin to accrue until six (6) months after the Date of Entry. Federal Plaintiff may demand stipulated penalties pursuant to this Paragraph within one (1) year after the date the violation is discovered by Federal Plaintiff, or within six (6) months after the termination of this Consent Decree pursuant to Section XVII (Termination), whichever is earlier. For each of the instances listed below, upon written demand of Federal Plaintiff, Builder shall pay stipulated penalties in the following amounts:

a. Material failure to submit the initial List of Projects and Sites or an updated List of Projects and Sites as required by Paragraph 9 (Notice to EPA of List of Projects and Sites): \$500 per day.

b. Failure to designate Stormwater Compliance Representatives:

(i) Failure to designate Site Stormwater Compliance Representatives as required by Paragraph 8 (Designation of Stormwater Compliance Representatives): \$500 per person.

(ii) Failure to designate Division Stormwater Compliance Representative(s) as required by Paragraph 8 (Designation of Stormwater Compliance Representatives): \$250 per Site.

(iii) Failure to designate a National Stormwater Compliance Representative as required by Paragraph 8 (Designation of Stormwater Compliance Representatives): \$1,000 per person.

c. Failure to train employees as required by Paragraph 18.a.(i) or failure to train and certify Stormwater Compliance Representatives and Builder-employed Designees as required by Paragraph 18.a.(ii) – (iii) (Stormwater Training Program): \$250 per person.

d. Failure to provide Stormwater Orientation as required by Paragraph 19.a. (Stormwater Orientation Program) shall be subject to the following stipulated penalties:

(i) if Builder chooses to satisfy the requirements of Paragraph 19.a. by posting such information on an internet site, and fails to timely post such information:

<u>Days</u>	<u>Stipulated Penalty</u>
1 st through 30 th days	\$100 per day
31 st through 60 th days	\$250 per day
61 st day and beyond	\$500 per day;

or

(ii) if Builder chooses to satisfy the requirements of Paragraph 19.a. by delivering such information in a manner other than through posting it on the internet, and fails to timely provide such information: \$50 per each affected Listed Contractor or Stormwater Consultant.

e. Failure to comply with the bid requirements of Paragraph 20.a.: \$50 per each affected Listed Contractor or Stormwater Consultant.

f. Failure to provide the information required by Paragraph 20.b. shall be subject to the following stipulated penalties:

(i) if Builder chooses to satisfy these requirements by posting such information on an internet site, but fails to timely post such information:

<u>Days</u>	<u>Stipulated Penalty</u>
1 st through 30 th days	\$100 per day
31 st through 60 th days	\$250 per day
61 st day and beyond	\$500 per day;

or

(ii) if Builder chooses to satisfy the requirements of Paragraph 20.b. by delivering such information in a manner other than through posting it on the internet, and fails to timely provide such information: \$50 per each affected Listed Contractor or Stormwater Consultant.

g. Failure to include the provisions required by Paragraph 20.c. in Builder's master contracts entered into or modified after the Date of Entry with Listed Contractors or Stormwater Consultants: \$50 per each affected Listed Contractor or Stormwater Consultant.

h. Failure to certify any submittal as required by Paragraph 22.b.: \$1,000 per violation.

i. Failure to prepare an initial SWP, or, if prepared, a material failure of the initial SWP to comply with the Applicable Permit or this Decree: \$2,500 per SWP.

j. At the time of a Government Inspection, failure to be in compliance with Paragraph 8.g. or 11.h.: \$500 per Government Inspection.

k. Failure to submit a National Compliance Summary Report as required by Paragraph 17 (National Compliance Summary Report):

<u>Days</u>	<u>Stipulated Penalty</u>
1 st through 14 th days	\$250 per day
15 th through 30 th days	\$500 per day
31 st day and beyond	\$1,000 per day

l. Failure to pay the civil penalty and any accrued interest required to be paid under Section V (Civil Penalty), Paragraph 23 when due: \$1,000 per day commencing fifteen (15) days after the due date.

31. Payment of Stipulated Penalties.

a. Builder shall provide information regarding violations under Paragraph 29 (Stipulated Penalty Amounts for Reported Violations) pursuant to the schedule in Paragraph 17, to the Federal Plaintiff in the National Compliance Summary Report in the form attached as Appendix G.

b. All penalties owed to the Plaintiffs under Paragraphs 29 and 30 above shall be due and payable within thirty (30) days of Builder's receipt from EPA of a demand for payment of the penalties (on behalf of the Federal and State Plaintiffs), unless Builder invokes the procedures under Section IX (Dispute Resolution).

c. All payments of stipulated penalties shall be made in the same manner set forth and with the confirmation notices required by Paragraph 24, and, as applicable, Paragraph 25, except that the transmittal letter shall state that the payment is for stipulated penalties.

d. A State Plaintiff shall receive 50% of the stipulated penalties collected for violations of subparagraphs 30.b.(i), 30.b.(ii), 30.c., 30.i., and 30.j. that are attributable to violations occurring in that state and are discovered by a Plaintiff. A State Plaintiff shall receive 50% of the stipulated penalties collected for violations of subparagraph 29.a. that are attributable to violations occurring in that state. Stipulated penalties reported by Builder pursuant to Paragraph 29 (with the exception of subparagraph 29.a.) shall be paid in full to the Federal Plaintiff.

32. Stipulated penalties shall accrue as provided in Paragraphs 29 and 30 above. For stipulated penalties that are assessed “per day,” penalties shall begin to accrue on the day after performance is due or on the day a violation occurs, whichever is applicable, and shall continue to accrue until performance is completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of the Consent Decree. Penalties shall accrue regardless of whether Federal Plaintiff has notified Builder of a violation, but need not be paid until a demand is made. However, if a penalty would otherwise accrue because the List of Projects and Sites (Paragraph 9) or the Quarterly Compliance Inspection and Review (Paragraph 15) is deemed by the Federal Plaintiff to contain a material deficiency, stipulated penalties shall not begin to accrue until the Federal Plaintiff has notified Builder of any such deficiency.

33. The Federal Plaintiff may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

34. Stipulated penalties shall continue to accrue as provided in Paragraph 32, above, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of the Federal Plaintiff that is not appealed to the Court, Builder shall pay penalties agreed upon or

accepted to the Federal Plaintiff within thirty (30) days of the effective date of the agreement or the receipt of Federal Plaintiff's decision or order.

b. If the dispute is appealed to the Court and the Federal Plaintiff prevails in whole or in part, Builder shall pay all penalties awarded by the Court within sixty (60) days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Builder shall pay all penalties awarded by the Court, together with interest as provided in Paragraph 36 running from the 61st day after the District Court's decision, within fifteen (15) days of receiving the final appellate court decision.

d. Notwithstanding Paragraph 32, during judicial review by this Court under Section IX (Dispute Resolution) of this Decree, stipulated penalties shall not accrue, during the period, if any, beginning on the 31st day after the Court's receipt of the motion provided for by Paragraph 45 until the date that the Court issues a final decision regarding such dispute.

35. Builder shall not deduct stipulated penalties paid under this Section in calculating its federal income tax.

36. If Builder fails to pay stipulated penalties according to the terms of this Decree, Builder shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due pursuant to Paragraph 31.b. or Paragraph 34.

37. Except as provided in this Paragraph, the Federal and State Plaintiffs reserve the right to pursue any other remedies for violations of this Consent Decree, the Clean Water Act, or equivalent state law to which they are entitled. Any such action shall not be considered a

“Covered Dispute” under Section IX (Dispute Resolution). The Federal and State Plaintiffs will not seek stipulated penalties and civil or administrative penalties for the same violation; provided, however, the Federal and State Plaintiffs expressly reserve the right to seek injunctive relief against Builder for violations of this Decree, the Clean Water Act, or equivalent state law even if a stipulated penalty has been collected pursuant to this Decree.

VIII. FORCE MAJEURE

38. A “force majeure event,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Builder, its contractors, or any entity controlled by Builder that prevents or delays the performance of any obligation of this Consent Decree despite all reasonable efforts by Builder to fulfill the obligation. “All reasonable efforts” includes using all reasonable efforts to anticipate any potential force majeure event (where such event can be anticipated) and using all reasonable efforts to address the effects of any such event: (a) as it is occurring; and (b) after it has occurred, to prevent or minimize any resulting failure to perform or delay in performing any obligation of this Consent Decree. “Force majeure event” does not include Builder’s financial inability to perform any obligation under this Consent Decree.

39. Builder shall retain all rights granted under the Applicable Permit concerning a force majeure event.

40. Builder shall provide notice to the EPA representative listed in Section XIII (Notices) orally or by electronic or facsimile transmission (“initial notice”) as soon as practicable, but not later than ten (10) days after the time Builder first knew of, or by the exercise of due diligence, should have known of, a claimed force majeure event. Builder shall also provide written notice (“subsequent written notice”), as provided in Section XIII of this Consent

Decree (Notices), within thirty (30) days of the time Builder first knew of, or by the exercise of due diligence, should have known of, the event. The Federal Plaintiff may, in its unreviewable discretion, extend the time within which initial notice or subsequent written notice must be given. No such extension shall be effective unless in writing. The subsequent written notice shall state the anticipated duration of any failure to comply or delay in compliance with any obligation of this Consent Decree; the cause(s) of such failure or delay; Builder's past and proposed actions to prevent or minimize such failure or delay; a schedule for carrying out those actions; and Builder's rationale for attributing any failure to comply or delay in compliance to a force majeure event. Except as may be provided in Paragraph 39, failure to provide initial notice and subsequent written notice as required by this Paragraph shall preclude Builder from asserting any claim of force majeure.

41. If the Federal Plaintiff agrees that a force majeure event, as defined by this Section, has occurred, the Federal Plaintiff shall agree to extend the time for Builder to perform the affected requirements for the time necessary to complete those obligations. An extension of time to perform the obligations affected by a force majeure event shall not, by itself, extend the time to perform any unaffected obligation. Failures resulting from a force majeure event shall not be considered a breach of this Consent Decree, and Builder shall not be liable for any stipulated penalties occurring as a direct result of the event, provided Builder complies with the terms of this Section.

42. If the Federal Plaintiff does not agree that a force majeure event, as defined by this Section, has occurred, or does not agree to the length of the extension of time sought by Builder, the Federal Plaintiff's position shall be binding, unless Builder invokes Dispute Resolution under Section IX of this Consent Decree. In any such dispute, Builder bears the

burden of proving, by a preponderance of the evidence, that each claimed force majeure event is a force majeure event, that Builder gave the notice required by Paragraph 40, that the force majeure event caused any failure to comply or delay in compliance with an obligation of this Consent Decree that Builder claims was attributable to that event, and that Builder exercised all reasonable efforts to prevent or minimize any failure or delay in compliance caused by the event.

IX. DISPUTE RESOLUTION

43. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve a dispute arising under or with respect to this Consent Decree (“Covered Dispute”). A Covered Dispute shall be considered to have arisen when Builder serves on Federal Plaintiff a written notice of dispute, in accordance with Section XIII of this Consent Decree (Notices). Such notice of dispute shall state clearly the matter in dispute.

44. Dispute Resolution.

a. Any Covered Dispute shall first be the subject of informal negotiations. Informal negotiations shall proceed from the date the notice of dispute is served, as follows, unless these periods are modified by written agreement.

b. If Builder invokes dispute resolution procedures, within fifteen (15) days of service of written notice of the dispute, Builder shall serve on the Federal Plaintiff a written Statement of Position regarding the Covered Dispute, in accordance with Section XIII of this Consent Decree (Notices). The Statement of Position shall include, but need not be limited to, a concise statement of the Covered Dispute, the Builder’s position, and an explanation of that position.

c. The Federal Plaintiff shall serve its Statement of Position within thirty

(30) days of receipt of Builder's Statement of Position, in accordance with Section XIII of this Consent Decree (Notices). The Federal Plaintiff's Statement of Position shall include, but need not be limited to, a concise statement of the Covered Dispute, the Federal Plaintiff's position, and an explanation of that position.

d. Upon Builder's receipt of Federal Plaintiff's Statement of Position, Federal Plaintiff and Builder may work towards resolving the Covered Dispute. If no resolution is reached within fifteen (15) days, or such longer period as may be agreed to in writing by the Parties, the Federal Plaintiff's Statement of Position shall be binding on Builder, unless Builder files a motion for judicial resolution of the Covered Dispute within thirty (30) days after the conclusion of informal negotiations in accordance with the following Paragraph.

45. Judicial Resolution. Builder may seek judicial resolution of the Covered Dispute by filing with the Court and serving on the Federal Plaintiff, in accordance with Section XIII of this Consent Decree (Notices), a motion requesting judicial resolution of the Covered Dispute.

46. The Federal Plaintiff shall respond to Builder's motion within the time period allowed by the Local Rules of this Court. Builder may file a reply memorandum, to the extent permitted by the Local Rules.

47. Except as otherwise provided in this Consent Decree, Builder shall bear the burden of establishing its position on the Covered Dispute by a preponderance of the evidence under applicable law.

48. Subject to Paragraph 34.d., the invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Builder under this Consent Decree, unless and until final resolution of the dispute so provides. Subject to

Paragraph 34.d., stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 34. If Builder does not prevail on the disputed issue, stipulated penalties awarded by the Court shall be paid as provided in Section VII (Stipulated Penalties).

X. INFORMATION COLLECTION AND RETENTION

49. The Federal Plaintiff, State Plaintiffs and their authorized representatives acting on their behalf, upon presentation of credentials and at all reasonable times, shall have the right of entry onto all Sites and Projects and have the right to access Records located at Sites or Projects or at any offsite location where Records pertaining to a Site or Project are located, for the purpose of assessing Builder's compliance with this Consent Decree.

50. Until one (1) year after the termination of this Consent Decree, Builder shall retain, and shall instruct its Stormwater Consultants to preserve, all Records. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures.

51. At any time during the applicable retention period for a Record and upon request by the Federal Plaintiff, Builder shall provide to Federal Plaintiff a copy of any Record required to be maintained under this Section. Builder shall provide Records requested by Federal Plaintiff pursuant to this Paragraph consistent with the procedures set forth in Paragraph 22 (Submission of Records). This Paragraph does not apply to Record requests made during a Government Inspection.

52. Builder may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Builder asserts a privilege, it must identify the privilege being asserted and describe the nature of the Record not being produced or

disclosed in a manner that, without revealing information itself privileged or protected, will enable the Federal Plaintiff to assess the applicability of the privilege or protection; provided, however, that no Records required to be created or maintained by this Consent Decree shall be withheld on grounds of privilege.

53. With respect to any Records provided to Federal Plaintiff, Builder may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Builder seeks to protect as CBI, Builder shall follow the procedures set forth in 40 C.F.R. Part 2.

54. Nothing in this Consent Decree shall be construed to limit any right of entry or access or other information gathering authority held by Federal or State Plaintiffs pursuant to any federal, state or local law, permit, or regulation, nor shall it be construed to limit any duty or obligation of Builder to maintain documents, records, or other information imposed by applicable federal or state laws, regulations or permits.

XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

55. Federal Plaintiff. In consideration of the payment of the penalty required by Paragraph 23, Federal Plaintiff hereby releases its claims and covenants not to sue or take administrative action against Builder for civil violations or alleged civil violations at the Sites listed in Appendix M, through the date of lodging, of: (i) Section 308 of the Clean Water Act as it relates to Stormwater Requirements; (ii) the prohibition in Section 301(a) of the Clean Water Act against discharging pollutants without an Applicable Permit; or (iii) the conditions, limitations and requirements of an Applicable Permit. The provisions of this Paragraph shall survive the termination of this Decree.

56. State Plaintiffs. In consideration of the payment of the penalty required by

Paragraph 25, State Plaintiffs hereby release their claims and covenant not to sue or take administrative action against Builder for civil violations or alleged civil violations at the Sites listed in Appendix M, through the date of lodging, of: (i) state law equivalent to Section 308 of the Clean Water Act as it relates to Stormwater Requirements; (ii) the prohibition in Section 301(a) of the Clean Water Act against discharging pollutants without an Applicable Permit and any state law equivalent to this prohibition; (iii) the conditions, limitations and requirements of an Applicable Permit; or (iv) any state law, regulation or permit regulating discharges of stormwater, except rules and statutes relating to the Florida Environmental Resource Permitting Program. The provisions of this Paragraph shall survive the termination of this Decree.

57. Plaintiffs' Reservation of Rights.

- a. Each Plaintiff reserves all rights not expressly waived in this Decree.
- b. Each Plaintiff reserves all rights and remedies, legal and equitable, available to enforce the provisions of this Decree.
- c. Each Plaintiff reserves the right to seek and obtain criminal sanctions against any person, including Builder.
- d. Each Plaintiff reserves the right to undertake any action for injunctive relief against any person, including Builder, in response to conditions which may present an imminent and substantial endangerment to the public health or welfare or the environment.

58. Builder's Reservation of Rights. Except as expressly stated herein, Builder reserves all defenses and all rights and remedies, legal and equitable, available to it in any action brought by any Plaintiff or by Builder under this Decree, an Applicable Permit, the Clean Water Act, or any other federal or state statutes, regulations or rules. This Decree shall not be

construed as a waiver of any defenses or remedies that Builder may have to any future alleged violations of an Applicable Permit, or of the federal and state laws and regulations governing an Applicable Permit.

59. Not a Permit Modification. This Consent Decree is neither a permit, nor a modification of any permit, under any federal, state, or local laws or regulations, and this Decree does not relieve Builder of its responsibilities to comply with all applicable federal, state, and local laws, regulations, and permits. The Federal and State Plaintiffs do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Builder's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Clean Water Act, 33 U.S.C. §§ 1251-1387, or with any other provisions of federal, state, or local laws, regulations, or permits.

60. Third Parties. This Consent Decree does not limit or affect the rights of Builder or of the Federal and State Plaintiffs against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Builder, except as otherwise provided by law. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party that is not a party to this Consent Decree.

61. No Admission. Builder does not admit any liability to the United States or the State Plaintiffs arising out of the transactions or occurrences alleged in the Complaint.

XII. COSTS

62. The Parties shall bear their own costs of this action, including attorneys' fees.

XIII. NOTICES

63. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and

addressed as follows:

To the Federal Plaintiff:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, DC 20044-7611
Re: DOJ Case No. 90-5-1-1-08421

and

Director, Water Enforcement Division
Office of Enforcement and Compliance Assurance
U.S. EPA
Mail Code 2243A
Room 3102
Attn: Susan Bruce
1200 Pennsylvania Ave, NW
Washington, DC 20460-0001

For Force Majeure and Modification Purposes Only:

Susan D. Bruce
Water Enforcement Division
Office of Civil Enforcement
U.S. EPA OECA
Mail Code 2243A
1200 Pennsylvania Ave, NW
Washington, DC 20460-0001
202-564-8329
202-564-0018 (fax)
Bruce.susan@epa.gov

To the State of Colorado:

Scott Klarich
Enforcement Work Group Leader
Colorado Department of Public Health and Environment
Water Quality Control Division
4300 Cherry Creek Drive, South, Bldg. B
Denver, Colorado 80246-1530

To the State of Florida:

Florida Department of Environmental Protection

NPDES Stormwater Section
Attn: Eric Livingston
2600 Blair Stone Road, MS 2500
Tallahassee, Florida 32399-2400

To the State of Illinois:

RoseMarie Cazeau
Office of the Illinois Attorney General, Environmental Bureau
69 W. Washington, Suite 1800
Chicago, Illinois 60602

Charles Gunnarson
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

To the State of Indiana:

Chief, Environmental Section
Office of the Attorney General
Indiana Government Center South
5th Floor
402 West Washington Street
Indianapolis, Indiana 46204

Chief, Compliance Branch
Indiana Department of Environmental Management
Office of Water Quality
Mail Code 65-40
100 North Senate Avenue
Indianapolis, Indiana 46204-2251

Office of Legal Counsel
Indiana Department of Environmental Management
Mail Code 60-01
100 North Senate Avenue
Indianapolis, Indiana 46204-2251

To the State of Maryland:

Principal Counsel
Office of the Attorney General
Maryland Department of the Environment
1800 Washington Boulevard

Baltimore, Maryland 21230

Chief, Enforcement Division
Compliance Program
Water Management Administration
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, Maryland 21230

To the State of Nevada:

Carolyn Tanner, Deputy Attorney General
State of Nevada, Office of the Attorney General
100 N. Carson Street
Carson City, Nevada 89701-4717

To the Commonwealth of Virginia:

Director
Department of Conservation and Recreation
Commonwealth of Virginia
203 Governor Street
Suite 302
Richmond, Virginia 23219

Elizabeth Andrews
Senior Assistant Attorney General
Commonwealth of Virginia
Environmental Section
Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219

To Builder:

General Counsel
The Ryland Group, Inc.
3011 Townsgate Road, Suite 200
Westlake Village, California 91361

64. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

65. Notices provided pursuant to this Section will be deemed to have been submitted:

(1) on the Business Day sent if provided by facsimile; (2) on the date postmarked if provided by mail; and (3) on the date picked up by the overnight delivery service if provided by overnight delivery. The Parties may, by written mutual agreement, provide for an alternative method of delivery of notice.

XIV. EFFECTIVE DATE

66. The Effective Date of this Consent Decree shall be the Date of Entry.

XV. RETENTION OF JURISDICTION

67. The Court shall retain jurisdiction over this case until termination of this Consent Decree for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree pursuant to Sections IX (Dispute Resolution) and XVI (Modification), or effectuating or enforcing compliance with the terms of this Decree. The Court shall retain jurisdiction after termination only for the purposes set forth in Paragraph 75 below.

XVI. MODIFICATION

68. Except as otherwise set forth in Paragraph 69 below, the terms of this Consent Decree, including any attached appendices, may be modified by a written agreement signed by Builder and Federal Plaintiff (after consultation with State Plaintiffs) without approval of the Court.

69. Any modification which constitutes a material change to the terms of the Consent Decree, including any material change to an Appendix, shall be effective only upon approval by the Court.

70. Builder may propose minor modifications to the Appendices to this Consent Decree for the purposes of adding information, changing formatting as necessary to align the Appendices with an Applicable Permit or Builder's management needs, or adding or changing

questions on the training test described in Appendix J for purposes of improving the test (“Minor Appendix Modification”). Builder may begin using a modified Appendix after submitting it to the EPA representative listed in Section XIII (Notices). If Federal Plaintiff determines that a Minor Appendix Modification does not comply with the terms of this Consent Decree, it shall notify Builder and provide a list of changes required to bring the submitted Appendix into compliance with this Decree. Builder has thirty (30) days after receipt of the list of changes to incorporate Federal Plaintiff’s list of changes. The resulting Appendix shall supersede the original form or report and be considered a minor modification.

71. If a Site that meets the criteria articulated in Appendix M is inadvertently left off of Appendix M, Builder may submit, through the 60th day after lodging of the Consent Decree, a revised list with the additional Site(s) included. Any revised list shall be submitted for review to the EPA representative listed in Section XIII (Notices). If the Federal Plaintiff, after consultation with the State Plaintiffs, agrees that the revision to the list meets the criteria articulated in Appendix M, and if Builder and Federal Plaintiff sign a written agreement pursuant to Paragraph 68, the parties shall file a joint stipulation with the Court, seeking approval of the modified Appendix M and approval of the Court to amend Appendix A of the Complaint accordingly.

XVII. TERMINATION

72. The following conditions (“Conditions of Termination”) are the exclusive conditions for termination of this Decree and all of Builder’s obligations hereunder. This Decree shall terminate under the procedures set forth in this Section when these Conditions of Termination have been met:

- a. the passing of three years since the Date of Entry (“the Third Anniversary”);

- b. Builder has paid all civil penalties and related interest due under this Decree;
- c. Builder has paid all stipulated penalties and related interest demanded through the Third Anniversary by Federal Plaintiff under Paragraph 31, excluding any stipulated penalties or interest that are subject to Dispute Resolution, as to which this Court shall retain jurisdiction under Paragraph 75, below;
- d. Builder has established and implemented a management system designed to fulfill its obligations under Paragraphs 8, 11, 12, 13, 14, 15 and 16;
- e. Builder has established and implemented a Training and Orientation Program designed to fulfill its obligations under Paragraphs 18, 19 and 20;
- f. Builder has submitted all Lists of Sites required by Paragraph 9 as of the Third Anniversary;
- g. Builder has acquired or applied for coverage under an Applicable Permit for all Sites existing as of the Third Anniversary; and
- h. Builder has submitted all National Reports required by Paragraph 17, including the National Compliance Summary Report submitted following the Third Anniversary.

73. The following procedures for terminating this Decree shall govern (and the Parties intend that this process shall be resolved at the earliest possible time):

- a. Any time subsequent to the date forty-five (45) days prior to the Third Anniversary, Builder may submit to Federal Plaintiff a proposed motion to terminate the Decree (“Proposed Motion”). The Proposed Motion shall include a draft certification, that meets the requirements of 40 C.F.R. § 122.22, that Builder has fulfilled the

Conditions of Termination. Following receipt by Federal Plaintiff of the Builder's Proposed Motion, the Builder and Federal Plaintiff shall confer informally concerning the proposal and any disagreement that these parties may have as to whether Builder has met the Conditions of Termination.

b. No sooner than forty-five (45) days after delivery of the Proposed Motion to Federal Plaintiff, Builder may file a motion to terminate this Decree. This motion shall contain a final certification, that meets the requirements of 40 C.F.R. § 122.22, that Builder has fulfilled the Conditions of Termination as of the date of the filing of the motion.

(i) If the Federal Plaintiff, after consultation with the State Plaintiffs, agrees that the Conditions of Termination have been met, it shall join in the motion to terminate. In that event, the Court shall enter an order terminating this Decree effective as of the filing of said motion.

(ii) If the Federal Plaintiff, after consultation with the State Plaintiffs, does not agree that the Conditions of Termination have been met, it shall serve its opposition to the motion in accordance with the local rules of the Court. Builder may reply in accordance with the local rules of the Court. If the Court finds based upon the preponderance of the evidence that Builder has met the Conditions of Termination, it shall order this Decree terminated effective as of the date of filing the motion to terminate.

(iii) If Federal Plaintiff neither joins in the motion to terminate nor files a timely opposition, upon Builder's request the Court shall enter an order terminating the Decree effective as of the date of filing the motion to terminate.

74. If the initial motion to terminate is denied by the Court, one or more renewed motion(s) to terminate may be filed. The Court shall decide a renewed motion to terminate based on the Conditions of Termination set forth in Paragraph 72, reviewed for fulfilling the requirements as of the Third Anniversary date, except that if the Court has previously found that conditions 72.d. (management systems) and 72.e. (training and orientation programs) had not been met, then Builder's compliance with such unmet conditions shall be determined as of the date of filing of the renewed motion. If Builder has met the Conditions of Termination, the Court shall order this Decree terminated effective as of the date of filing of the renewed motion.

75. After the Consent Decree has been terminated in accordance with Paragraphs 72 - 74, this Court shall retain jurisdiction over this Decree only for the following purposes:

- a. to resolve any dispute concerning unresolved matters subject to dispute resolution pursuant to Section IX (Dispute Resolution);
- b. to resolve any enforcement action pending on the termination date under this Decree; and
- c. to resolve any outstanding stipulated penalties demanded and owing based on the National Compliance Summary Report submitted following the Third Anniversary;

provided that this Paragraph applies only to matters arising prior to termination: it does not authorize the reopening of this Decree or any extension of the compliance program imposed by this Decree.

XVIII. PUBLIC PARTICIPATION

76. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with 28 C.F.R. § 50.7. The Federal

Plaintiff reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Builder consents to entry of this Consent Decree, in its present form, without further notice and agrees not to withdraw from or oppose entry of this Consent Decree, in its present form, by the Court or to challenge any provision of the Decree, unless the Federal Plaintiff has notified Builder in writing that it no longer supports entry of the Decree.

XIX. SIGNATORIES/SERVICE

77. The undersigned representative of each Party certifies that he or she is authorized to execute this Consent Decree and to legally bind the Party he or she represents.

78. This Consent Decree may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

79. Builder agrees to waive summons and the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court and agrees to accept service of the complaint by mail.

XX. INTEGRATION

80. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than the Appendices, which are attached to and incorporated in this Decree, and deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree. The Parties further acknowledge that the Appendices may

be modified pursuant to Section XVI (Modification).

XXI. APPENDICES

81. The following appendices are attached to and incorporated into this Consent Decree:

Appendix A: Site List and Project List

Appendix B: Guidance Document: “Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites,” EPA Document EPA-833-R-060-04 (May 2007)

Appendix C: Pre-Construction Inspection and Review Form

Appendix D: Site Inspection Report

Appendix E: Quarterly Compliance Inspection and Review Form

Appendix F: Division Quarterly Compliance Summary Report

Appendix G: National Compliance Summary Report

Appendix H: Training Program Syllabus

Appendix I: [Reserved]

Appendix J: Training Exam Description

Appendix K: Listed Contractors

Appendix L: List of Contractor Dos and Don'ts

Appendix M: List of Sites Subject to Covenant Not to Sue

XXII. FINAL JUDGMENT

82. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the Federal Plaintiff, the States of Colorado, Florida, Illinois, Indiana, Maryland, Nevada, and the Commonwealth of Virginia, and Builder. The Court finds that there is no just reason for delay and therefore enters this


judgment as a final judgment under Federal Rules of Civil Procedure 54 and 58.

IT IS HEREBY SO ORDERED this _____ day of _____, 201__

UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. The Ryland Group, Inc., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES OF AMERICA:

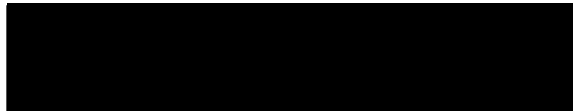

IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
950 Pennsylvania Ave., NW
Washington, DC 20530


VALERIE K. MANN
DC Bar number 440744
Trial Attorney
Environmental Enforcement Section
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Telephone: (202) 616-8756
Fax: (202) 514-2583
Email: Valerie.mann@usdoj.gov

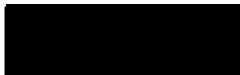
WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. The Ryland Group, Inc., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

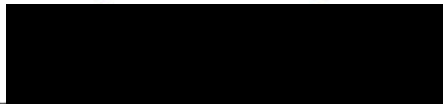
FOR THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY



CYNTHIA GILES, Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460



Pr ADAM M. KUSHNER, Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460



for MARK POLLINS, Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. The Ryland Group, Inc., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (continued)

MARY WILKES
Regional Counsel
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. The Ryland Group, Inc.,

FOR THE STATE OF COLORADO:

JOHN W. SUTHERS
Attorney General of Colorado

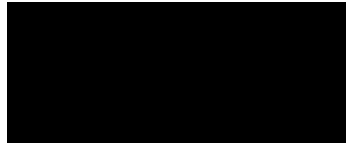


ANNETTE M. QUILL
Colorado Bar No. 27683
Counsel for the State of Colorado
Senior Assistant Attorney General
Environmental Quality Unit
Natural Resources and Environment Section
Colorado Office of the Attorney General
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Telephone: (303) 866-4647
Fax: (303) 866-3558
Email: Annette.Quill@state.co.us

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. The Ryland Group, Inc..

FOR THE STATE OF FLORIDA:

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



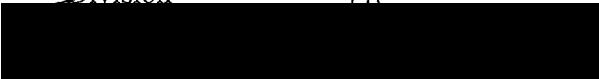
JEFF LITTLEJOHN, P.E.
Deputy Secretary for Regulatory Programs
Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. The Ryland Group, Inc.,

FOR THE STATE OF ILLINOIS:


LISA MADIGAN, Attorney General

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation
Division


ROSEMARIE CAZEAU, Chief
Environmental Bureau
Illinois Bar No. 6186911
Assistant Attorney General
69 W. Washington, Ste. 1800
Chicago, Illinois 60602
Telephone: (312) 814-3094
Email: rcazeau@atg.state.il.us

FOR THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

LISA BONNETT, Interim Director
Illinois Environmental Protection Agency


JOHN W. KIM
Illinois Bar No. 6203296
Chief Legal Counsel
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

WE HEREBY CONSENT to the entry of the Consent Decree in the United States, et al., v. The Ryland Group, Inc.

FOR THE STATE OF INDIANA:

Indiana Department of
Environmental Management

Gregory F. Zoeller,
Attorney General of Indiana
Atty. No. 1958-98

By: _____

Thomas W. Easterly,
Commissioner

By: _____

Patricia Orloff Erdmann
Chief Counsel for Litigation
Atty. No. 17664-49A

Ind. Dept. of Environmental Mgmt
100 North Senate Avenue
MC 50-01, ICGN 1301
Indianapolis, IN 46204

By: _____

Timothy Junk
Dep. Atty. Gen.
Atty. No. 5587-02

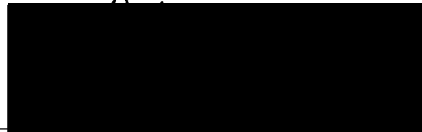
Office of the Attorney General
Indiana Government Center South, 5th Floor
302 West Washington Street
Indianapolis, IN 46204

Date: _____

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v.
The Ryland Group, Inc.,

FOR THE STATE OF MARYLAND:

DOUGLAS F. GANSLER
Attorney General of Maryland



STEVEN R. JOHNSON
member of Maryland State Bar
Assistant Attorney General
Maryland Department of the Environment
1800 Washington Boulevard, Suite 6048
Baltimore, MD 21230
Telephone: (410) 537-3049
Fax: (410) 537-3943
Email: srjohnson@mde.state.md.us

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v.
The Ryland Group, Inc..

FOR THE STATE OF NEVADA:

CATHERINE CORTEZ MASTO
Attorney General

By: 

KATIE S. ARMSTRONG
Deputy Attorney General
Nevada Bar No. 8571
State of Nevada, Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717
Telephone: (775) 684-1224
Fax: (775) 684-1108
Email: karmstrong@ag.nv.gov
Attorneys for the Department of Conservation and
Natural Resources, Division of Environmental
Protection

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v.
The Ryland Group, Inc.,

FOR THE COMMONWEALTH OF VIRGINIA:

KENNETH T. CUCCINELLI II
Attorney General of Virginia



ELIZABETH A. ANDREWS
Virginia Bar No. 36274
Senior Assistant Attorney General
Environmental Section
Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
Telephone: (804) 225-4205
Fax: (804) 786-2650
Email: eandrews@oag.state.va.us

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v.
The Ryland Group, Inc.,

FOR THE RYLAND GROUP, INC.:

By:

A large black rectangular redaction box covering the signature area. A blue ink mark is visible above the box.

Timothy Geckle
Senior VP
The Ryland Group, Inc.
24025 Park Sorrento #440
Calabasas, CA 91302

Ryland

Appendix A

Site List and Project List

Ryland Site List

Division:								
Site Name: <i>(Provide Site Name used on Applicable Stormwater Permit Application, i.e., NOI, etc)</i>	Street Address	City	County	State	Date PCIR Signed <i>(mm/dd/yyyy)</i> <small>(Insert N/A if Site active prior to Decree)</small>	Acres (estimated) to be disturbed <i>(From Applicable Stormwater Permit Application, i.e., NOI, etc.)</i>	Name of Permit Holder: <i>(Provide Permit Holder Name used on Permit Application, i.e., NOI, etc. In some cases this will not be Ryland)</i>	Date NOT Signed <i>(mm/dd/yyyy)</i> <small>(For all NOIs when applicable)</small>
Latitude (xx.xxxx format) or Longitude (xx.xxxx format)								

Signature and Certification

I hereby certify that this information was prepared under my direction or supervision. I certify that the responses are, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

_____ Date

Signature

Project List

Region:

Division:

Project Name	Project Location	
	County	State

I hereby certify that the foregoing information was prepared under my direction or supervision. I certify that the responses are, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

By: [Name]

Signature

Date

The Ryland Group, Inc.

Appendix B

**Developing Your Stormwater Pollution Prevention
Plan**

A Guide for Construction Sites

Ryland

Appendix C

Pre-Construction Inspection and Review Form

Pre-Construction Inspection and Review Form

PRE-CONSTRUCTION INSPECTION AND REVIEW FORM

Site Name: _____ Permittee: _____

City: _____ County: _____ State: _____

Site Stormwater Compliance Representative: _____

Division: _____ Division Stormwater Rep: _____

Permit Coverage	Yes	No	N/A	Permit No./Identifier	Date of Coverage
1. Federal / State (circle one) permit application filed and accurate?					
2. County					
3. City					
4. Special District (Other)					
5. If there are multiple stormwater plans, including erosion and sedimentation control plans, for this Site, check the plans for consistency.					
Stormwater Plan ("SWP") Information	Yes	No	N/A	Deficiency Identified	Date Fixed
6. If required by the Applicable Permit, is the SWP properly certified?					
7. Has the Site Stormwater Compliance Representative reviewed the SWP?					
8. Does the SWP identify the stages of construction and the stormwater controls called for at each stage?					
9. Does the SWP identify the site inspection frequency and routine maintenance deadlines required by the Applicable Permit?					
10. Does the SWP contain a statement by the preparer that its development was guided by the requirements of Paragraph 11.c of the Consent Decree and EPA's guidance document attached as Appendix B to the Decree?					
Site Status	Yes	No	N/A	Deficiency Identified	Date Fixed
11. Has the Site Stormwater Compliance Representative(s) received Stormwater Training?					
12. Are stormwater controls called for in current phases of construction properly located and installed?					
13. As applicable, do the installed stormwater controls appear to be working properly and are they appropriate for existing conditions at the Site?					

A Stormwater Compliance Representative must review and sign this Pre-Construction Inspection and Review Form. Do not sign this form until a responsive action has been completed for each deficiency identified on this form and the completion date of the responsive action noted. Do not commence construction activity until this form has been signed. For purposes of this form, construction activity does not include geotechnical investigations, surveying, environmental testing, plant (vegetation) salvage, or the initial installation of BMPs that are not sediment basins, provided that none of these activities involve significant soil disturbance.

Name **Signature** **Date**
Title:

Please note that this form must be kept with the SWP.

Ryland

Appendix D

Site Inspection Report

Site Inspection Report

Site Name: _____ Permittee: _____

Division: _____ Inspection Date: _____ Inspector: _____

Weather conditions (check one): Dry Rain Snow Icy

Inspection Type (check one): Regular Precipitation Final

General	Yes	No	N/A	Responsive Action Log Reference #
A. Is the Stormwater Plan ("SWP") on Site or its location posted?				
B. If required under the Applicable Permit, is the Applicable Permit and/or NOI on Site?				
C. Is contact information provided on Site and is it correct?				
D. Since the last site inspection, has Ryland received written notice of a federal or state inspection evaluating compliance with the Applicable Permit?				
E. Was the Site Inspection Report for the last inspection signed by the Site Stormwater Compliance Representative and certified if and as required by the Applicable Permit?				
F. Have Action Items from last Site Inspection been addressed? If not describe the reason on Responsive Action Log for this Site Inspection.				
Maintenance	Yes	No	N/A	Responsive Action Log Reference #
G. Is there an excess of sediment or an excess of other pollutants exiting the Site?				
H. Are off-Site roads/gutters free of excessive sediment from the Site?				
I. If required, are construction exit/entrance controls properly located in accordance with the SWP and in working condition, with no repairs necessary?				
J. Are exposed areas stabilized in accordance with the SWP?				
K. Are stockpiles located in accordance with the SWP and stabilized in accordance with the SWP?				
L. Are other BMPs properly located in accordance with the SWP in working condition, and no repairs necessary?				
M. Are washouts properly located in accordance with the SWP, in working condition, and no repairs necessary?				
N. Are hazardous materials managed in accordance with the SWP?				
O. Are trash, construction debris, and other solid wastes managed in accordance with the SWP?				
P. If portable toilets are provided, are they properly located?				
Q. Are the Site Stormwater BMPs and the SWP consistent with each other?				

Please note that this form must be kept with the Stormwater Plan ("SWP").

Name and Title of Inspector	Signature of Inspector	Date
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[INSERT CERTIFICATION IF AND AS REQUIRED BY THE APPLICABLE PERMIT]

Name and Title of Certifying Party	Signature	Date
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If a Storm Water Consultant or Designee conducts an inspection, the Site Storm Water Compliance Representative must review and sign the completed Site Inspection Report.

Name: Site Storm Water Compliance Representative	Signature	Date
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Please note that this form must be kept with the Storm Water Plan (“SWP”).

***Items that appear on the Responsive Action Log are outstanding as of the date and time of printing.
Responsive Actions corrected prior to the next inspection will not be carried forward. ***

Responsive Action Log

Site name: _____ Inspection date: _____

Permittee: _____ Division: _____

Responsive Action Log Reference #	Lot/Area	Responsive Action	Date Responsive Action Completed	Initials

Please note that this form must be kept with the Stormwater Plan ("SWP").

User Instructions for Site Inspection Report (Appendix D)

GENERAL INSTRUCTIONS

- This form consists of the Site Inspection Report and Responsive Action Log. These are legal documents.
- In general, only the Site Stormwater Compliance Representative or his/her Designee, including a Stormwater Consultant, is permitted to undertake the inspection required by this form. If you are not this person, you must contact the Division Stormwater Compliance Representative immediately.

However, at builder's discretion, a Quarterly Compliance Inspection being conducted by a Division Stormwater Compliance Representative or his/her designee, including a Stormwater Consultant, may also serve in lieu of the Site Inspection Report (Appendix D) for the week that the Quarterly Compliance Inspection was conducted. In such situations, the Quarterly Compliance Inspection should be recorded on the Quarterly Compliance Inspection Form (Appendix E), and that form (either the original or a copy of the completed and signed form) must be kept onsite with previously completed Site Inspection Reports (Appendix D).

- Each Action Item must have a corresponding Responsive Action. An Action Item is a condition that requires action to be taken to achieve or maintain compliance with the Stormwater Requirements. A Responsive Action is an action taken to address an Action Item or to achieve or maintain compliance with Stormwater Requirements.
- Before proceeding with any inspection, you must first verify that the immediately previous inspection was conducted and the Site Inspection Form completed. You must also determine whether all Responsive Actions identified from the prior inspection, if any, were undertaken within the time period allowed by the Applicable Permit.
- You must restate or carry over to the current Responsive Action Log any Responsive Action not completed since the last inspection regardless of the time period allowed by the Applicable Permit. For each Responsive Action carried forward, you should make a note in the current Responsive Action Log that the Responsive Action has been carried forward.
- You must answer every question. Check "Yes," "No," or "N/A" for each question as appropriate. A response of "N/A" is only permitted where the designated area under "N/A" is not shaded.
- If you identify a deficiency for any question ("yes" identifies a deficiency for Questions D and G), you must provide a reference number under the "Responsive Action Log Reference #" column for each Action Item identified. Reference numbers have a letter that should reflect the corresponding question letter and a number representing any ordered Responsive Actions needed to address the concern.
- The Inspector must sign and date the completed Site Inspection Form. The designated certifying party must certify the inspection as well. If you are a Stormwater Consultant or a Designee for the Site Stormwater Compliance Representative and you complete this

form, the Site Stormwater Compliance Representative must review and sign the completed form as the certifying party.

- A copy of each completed Site Inspection Report and Responsive Action Log must be kept with the SWP.
- You must record the following information on each Site Inspection Report:
 - ✓ Site Name. Insert the name that is recorded on the Notice of Intent.
 - ✓ Permittee. Enter the name that appears on the Applicable Permit or the Notice of Intent.
 - ✓ Division. Insert the name of the Ryland operating division responsible for the Site identified on the form.
 - ✓ Inspection Date. Insert the date on which the inspection is being performed.
 - ✓ Inspector. Enter the name of the person performing the inspection.
 - ✓ Weather conditions. Mark the appropriate description that best describes current weather conditions.
 - ✓ Type of Inspection. Mark the inspection type that represents the purpose of the inspection. Only one inspection type may be marked. A Regular inspection is one conducted according to the regular schedule of inspections for a Site. A Precipitation inspection is one conducted, when required by the Applicable Permit, after a precipitation event as specified in the Applicable Permit. A Quarterly Inspection is one conducted in conjunction with the quarterly oversight for the Site. A Final Inspection is the last inspection planned prior to filing a Notice of Termination.

INSTRUCTIONS FOR COMPLETING INDIVIDUAL QUESTIONS

- You must respond to all of the following questions on each and every Site Inspection Report:
 - A. **Is the Stormwater Plan (“SWP”) on Site or its location posted?** - You must verify that the SWP is either at the construction office if the Site has one, or that the location of the SWP is posted with contact information for the Site Stormwater Compliance Representative.
 - B. **If required under the Applicable Permit, is the Applicable Permit and/or NOI on Site?** - You must verify that the Applicable Permit and notification letter (if applicable) are on Site if required under the Applicable Permit. Maintain a complete copy of the Applicable Permit in the SWP Binder.
 - C. **Is contact information provided on Site and is it correct?** - You must verify that the name and phone number of the Site Stormwater Compliance

Representative are located in a conspicuous place on Site and are correct and legible.

- D. **Since the last site inspection, has Ryland received written notice of a federal, state, or local inspection evaluating compliance with the Applicable Permit - (i.e., the NPDES or State equivalent stormwater permit)?** The notice contemplated by this question is written notice from a federal, state, or local entity regarding a stormwater inspection evaluating compliance with the Applicable Permit (i.e., the NPDES or State equivalent stormwater permit). Local inspections evaluating compliance with local programs (e.g. post-construction stormwater management or locally approved erosion and sediment control) do not require an answer of yes to this question. If, however, Ryland has received written notice of a federal, state, or local inspection evaluating compliance with the Applicable Permit, you must record the name of the agency that performed the inspection, the name and position of the person that performed the inspection for the agency, and the date of the inspection. Further, you must include on the Responsive Action Log a description of any alleged violations based on the federal, state, or local inspection, whether or not Ryland intends to challenge the alleged violations.
- E. **Was the Site Inspection Report for the last inspection signed by the Site Stormwater Compliance Representative and certified if and as required by the Applicable Permit?** - You must verify that the Site Inspection Report for the prior inspection was signed and, if required under the Applicable Permit, certified, whether that person was a Designee or the Site Stormwater Compliance Representative. You must also verify the Site Stormwater Compliance Representative reviewed and signed the form if a Designee conducted the Site Inspection.
- F. **Have Action Items from last Site Inspection been addressed? If not, describe the reason on Responsive Action Log for this Site Inspection.** You must verify whether or not all Responsive Actions recorded on the prior Responsive Action Log have been completed. If not, explain on the Responsive Action Log for the current Site Inspection the reasons why these actions have not been accomplished, what actions remain to be taken and whether your response to date satisfies applicable permit requirements. **Do not leave any blanks in a prior Responsive Action Log. This information can be inserted in the notes section of the Responsive Actions that are carried forward.**
- **Maintenance** - Assign a separate reference number to each Action Item identified within the following categories and briefly describe the Responsive Action required to address the Action Item.
- G. **Is there an excess of sediment or an excess of other pollutants exiting the Site?** - You must verify that neither an excess of sediment nor an excess of other pollutants is exiting the Site. You should check applicable BMPs such as outfalls, exit/entrance controls, site perimeter controls, receiving water courses and adjacent offsite areas for excessive sediment or other excessive pollutant discharges. You should determine and record the source of the excessive sediment or other pollutants. If an off-site property is discharging sediment or

other pollutants onto the Site, record that information and whether the off-site source is contributing to the excessive discharge from the Site.

- H. **Are off-Site roads/gutters free of excessive sediment from the Site?** - You must verify that the roads adjacent to the Site are free of excessive sediment. You should determine and record the source of the excessive sediment. If an off-site property is contributing to or causing the excessive sediment in the off-Site roads or gutters, record that information.
- I. **If required, are construction exit/entrance controls properly located in accordance with the SWP and the Applicable Permit and in working condition, with no repairs necessary?** - You must verify that exit/entrance controls are properly located, in working condition, and no repairs necessary. You should check that exit/entrance controls, such as stone pads, rumble grates, and the like, for the construction entrances and other access points are in place and are maintained pursuant to the SWP.
- J. **Are exposed areas stabilized in accordance with the SWP and the Applicable Permit?** - You must verify that exposed areas are stabilized as required. Exposed areas are any areas that have been disturbed or have otherwise lost natural cover. You should check that areas where construction activity has ceased or has been temporarily suspended are stabilized in accordance with the SWP.
- K. **Are stockpiles located and stabilized in accordance with the SWP and the Applicable Permit?** - You must verify that stockpiles are located and stabilized as required. You should check that stockpiles are located in areas where they may minimize the potential for discharging excessive sediment from the Site or onto any road or gutter and that they have been stabilized in accordance with the SWP.
- L. **Are other BMPs properly located in accordance with the SWP and the Applicable Permit, in working condition, and no repairs necessary?** - You must verify that BMPs are properly located and in working condition and that no repairs are necessary. You should check that BMPs (including by way of illustration, linear barriers, soil stabilization techniques, sediment ponds/traps and inlet protection) are properly placed, appear to be working, and are maintained in accordance with the SWP.
- M. **Are washouts properly located in accordance with the SWP and the Applicable Permit, in working condition, and no repairs necessary?** - You must verify that concrete, paint, and other washouts are properly placed, appear to be working, and are maintained in accordance with the SWP.
- N. **Are hazardous materials managed in accordance with the SWP and the Applicable Permit?** - You must verify that hazardous materials are managed as required. You should check that storage and containment areas and controls and that management of hazardous materials (including leaks and spills) are implemented in accordance with the SWP.

- O. **Are trash, construction debris, and other solid wastes managed in accordance with the SWP and the Applicable Permit?** - You must verify that trash, construction debris, and other solid wastes are managed as required. You should check that controls for the collection and storage of trash, construction debris and other solid wastes are properly placed, appear to be effective, and are maintained in accordance with the SWP.

- P. **If portable toilets are provided, are they properly located?** - You must verify that if portable toilets are provided, they are properly located. You should check that portable toilets are located off roads and away from gutters and inlets and are properly anchored and maintained.

- Q. **Are the Site Stormwater BMPs and the SWP consistent with each other?** - You must verify that Site BMPs and the SWP are consistent with each other. You should check that the BMPs shown on the SWP for the current stage of construction exist on Site and that the BMPs that exist on Site are shown on the SWP. In particular, you must make sure that any map or figure within the SWP is consistent with what has been installed on the ground. Even if we have installed additional BMPs not originally called for in the SWP, the additional BMPs must be shown on the map.

INSTRUCTIONS FOR COMPLETING THE RESPONSIVE ACTION LOG

- You must record each reference number from the Site Inspection Report under “Responsive Action Log Reference #” on the Responsive Action Log in the first column under “Responsive Action Log Reference #.” Each reference number must be listed on a separate line.
- For each recorded reference number, you must identify in the “Responsive Action” column the Responsive Action taken or to be taken.
- If a condition relates to a BMP, you must identify the applicable BMP by type and location (e.g., lot/block) and state the action necessary to achieve or maintain compliance with the SWP. If a condition relates to anything other than a BMP, you must briefly describe the condition that requires action and the action necessary to achieve or maintain compliance with the SWP.
- The date the Action Item was first identified must be recorded in the Responsive Action column.
- The date recorded for a Responsive Action under the “Responsive Action” column will not change, even if the Responsive Action is carried over to subsequent Responsive Action Logs. When a Responsive Action is restated or carried over to a new Responsive Action Log, you must restate or carry over the date for the Responsive Action as identified on the first Responsive Action Log on which the Responsive Action appeared.
- The Site Stormwater Compliance Representative or the Stormwater Consultant Designee is responsible for recording and initialing the date each Responsive Action is completed. If the Site Stormwater Compliance Representative or the Stormwater Consultant Designee actually performed the Responsive Action, he or she should date and initial the Responsive Action Log the same day as the Responsive Action is completed. If a Contractor performs the Responsive Action, the Site Stormwater Compliance Representative or the Stormwater Consultant Designee must confirm that the Responsive Action has been completed and record the date the Responsive Action was completed by the Contractor.

Ryland

Appendix E

Quarterly Compliance Inspection and Review Form

Quarterly Compliance Inspection

Site Name: _____ Permittee: _____

Division: _____ Inspection Date: _____ Inspector: _____

Weather conditions (check one): Dry Rain Snow Icy
 Inspection Type (check one): Regular Precipitation Quarterly Final

General	Yes	No	N/A	Responsive Action Log Reference #
A. Is the Stormwater Plan ("SWP") on Site or its location posted?				
B. If required under the Applicable Permit, is the Applicable Permit and/or NOI on Site?				
C. Is contact information provided on Site and is it correct?				
D. Since the last site inspection, has Ryland received written notice of a federal or state inspection evaluating compliance with the Applicable Permit?				
E. Was the Site Inspection Report for the last inspection signed by the Site Stormwater Compliance Representative and certified if and as required by the Applicable Permit?				
F. Have Action Items from last Site Inspection been addressed? If not describe the reason on Responsive Action Log for this Site Inspection.				
Maintenance	Yes	No	N/A	Responsive Action Log Reference #
G. Is there an excess of sediment or an excess of other pollutants exiting the Site?				
H. Are off-Site roads/gutters free of excessive sediment from the Site?				
I. If required, are construction exit/entrance controls properly located in accordance with the SWP and in working condition, with no repairs necessary?				
J. Are exposed areas stabilized in accordance with the SWP?				
K. Are stockpiles located in accordance with the SWP and stabilized in accordance with the SWP?				
L. Are other BMPs properly located in accordance with the SWP in working condition, and no repairs necessary?				
M. Are washouts properly located in accordance with the SWP, in working condition, and no repairs necessary?				
N. Are hazardous materials managed in accordance with the SWP?				
O. Are trash, construction debris, and other solid wastes managed in accordance with the SWP?				
P. If portable toilets are provided, are they properly located?				
Q. Are the Site Stormwater BMPs and the SWP consistent with each other?				

Name and Title of Inspector

Signature of Inspector

Date

[INSERT CERTIFICATION IF AND AS REQUIRED BY THE APPLICABLE PERMIT]

Name and Title of Certifying Party

Signature

Date

[Note: At builder's discretion, a Quarterly Compliance Inspection being conducted by a Division Stormwater Compliance Representative or his/her designee, including a Stormwater Consultant, may also serve in lieu of the Site Inspection Report (Appendix D) for the week that the Quarterly Compliance Inspection was conducted. In such situations, the Quarterly Compliance Inspection should be recorded on the Quarterly Compliance Inspection Form (Appendix E), and that form (either the original or a copy of the completed and signed form) must be kept onsite with previously completed Site Inspection Reports (Appendix D).]

User Instructions for Quarterly Compliance Inspection Form (Appendix E)

GENERAL INSTRUCTIONS

- This form consists of the Quarterly Compliance Inspection Form and Responsive Action Log. These are legal documents.
- Only the Division Stormwater Compliance Representative or his/her Designee, including a Stormwater Consultant, is permitted to undertake the inspection required by this form.
- At builder's discretion, a Quarterly Compliance Inspection being conducted by a Division Stormwater Compliance Representative or his/her designee, including a Stormwater Consultant, may also serve in lieu of the Site Inspection Report (Appendix D) for the week that the Quarterly Compliance Inspection was conducted. In such situations, the Quarterly Compliance Inspection should be recorded on the Quarterly Compliance Inspection Form (Appendix E), and that form (either the original or a copy of the completed and signed form) must be kept onsite with previously completed Site Inspection Reports (Appendix D).
- Each Action Item must have a corresponding Responsive Action. An Action Item is a condition that requires action to be taken to achieve or maintain compliance with the Stormwater Requirements. A Responsive Action is an action taken to address an Action Item or to achieve or maintain compliance with Stormwater Requirements.
- Before proceeding with any inspection, you must first verify that the immediately previous inspection was conducted and the Site Inspection Form completed. You must also determine whether all Responsive Actions identified from the prior inspection, if any, were undertaken within the time period allowed by the Applicable Permit.
- You must restate or carry over to the current Responsive Action Log any Responsive Action not completed since the last inspection regardless of the time period allowed by the Applicable Permit. For each Responsive Action carried forward, you should make a note in the current Responsive Action Log that the Responsive Action has been carried forward.
- You must answer every question. Check "Yes," "No," or "N/A" for each question as appropriate. A response of "N/A" is only permitted where the designated area under "N/A" is not shaded.
- If you identify a deficiency for any question ("yes" identifies a deficiency for Questions D and G), you must provide a reference number under the "Responsive Action Log Reference #" column for each Action Item identified. Reference numbers have a letter that should reflect the corresponding question letter and a number representing any ordered Responsive Actions needed to address the concern.
- The Inspector must sign and date the completed Site Inspection Form. The designated certifying party must certify the inspection as well. If you are a Stormwater Consultant or a Designee for the Division Stormwater Compliance Representative and you complete this form, the Division Stormwater Compliance Representative must review and sign the completed form as the certifying party.

- You must record the following information on each Quarterly Compliance Inspection Form:
 - ✓ Site Name. Insert the name that is recorded on the Notice of Intent.
 - ✓ Permittee. Enter the name that appears on the Applicable Permit or the Notice of Intent.
 - ✓ Division. Insert the name of the Ryland operating division responsible for the Site identified on the form.
 - ✓ Inspection Date. Insert the date on which the inspection is being performed.
 - ✓ Inspector. Enter the name of the person performing the inspection.
 - ✓ Weather conditions. Mark the appropriate description that best describes current weather conditions.
 - ✓ Type of Inspection. Mark the inspection type that represents the purpose of the inspection. Only one inspection type may be marked. A Regular inspection is one conducted according to the regular schedule of inspections for a Site. A Precipitation inspection is one conducted, when required by the Applicable Permit, after a precipitation event as specified in the Applicable Permit. A Quarterly Inspection is one conducted in conjunction with the quarterly oversight for the Site. A Final Inspection is the last inspection planned prior to filing a Notice of Termination.

INSTRUCTIONS FOR COMPLETING INDIVIDUAL QUESTIONS

- You must respond to all of the following questions on each and every Site Inspection Report:
 - A. **Is the Stormwater Plan (“SWP”) on Site or its location posted?** - You must verify that the SWP is either at the construction office if the Site has one, or that the location of the SWP is posted with contact information for the Site Stormwater Compliance Representative.
 - B. **If required under the Applicable Permit, is the Applicable Permit and/or NOI on Site?** - You must verify that the Applicable Permit and notification letter (if applicable) are on Site if required under the Applicable Permit. Maintain a complete copy of the Applicable Permit in the SWP Binder.
 - C. **Is contact information provided on Site and is it correct?** - You must verify that the name and phone number of the Site Stormwater Compliance Representative are located in a conspicuous place on Site and are correct and legible.
 - D. **Since the last site inspection, has Ryland received written notice of a federal, state, or local inspection evaluating compliance with the Applicable**

Permit - (i.e., the NPDES or State equivalent stormwater permit)? The notice contemplated by this question is written notice from a federal, state, or local entity regarding a stormwater inspection evaluating compliance with the Applicable Permit (i.e., the NPDES or State equivalent stormwater permit). Local inspections evaluating compliance with local programs (e.g. post-construction stormwater management or locally approved erosion and sediment control) do not require an answer of yes to this question. If, however, Ryland has received written notice of a federal, state, or local inspection evaluating compliance with the Applicable Permit, you must record the name of the agency that performed the inspection, the name and position of the person that performed the inspection for the agency, and the date of the inspection. Further, you must include on the Responsive Action Log a description of any alleged violations based on the federal, state, or local inspection, whether or not Ryland intends to challenge the alleged violations.

- E. **Was the Site Inspection Report for the last inspection signed by the Site Stormwater Compliance Representative and certified if and as required by the Applicable Permit?** - You must verify that the Site Inspection Report for the prior inspection was signed and, if required under the Applicable Permit, certified, whether that person was a Designee or the Site Stormwater Compliance Representative. You must also verify the Site Stormwater Compliance Representative reviewed and signed the form if a Designee conducted the Site Inspection.
- F. **Have Action Items from last Site Inspection been addressed? If not, describe the reason on Responsive Action Log for this Site Inspection.** You must verify whether or not all Responsive Actions recorded on the prior Responsive Action Log have been completed. If not, explain on the Responsive Action Log for the current Site Inspection the reasons why these actions have not been accomplished, what actions remain to be taken and whether your response to date satisfies applicable permit requirements. **Do not leave any blanks in a prior Responsive Action Log. This information can be inserted in the notes section of the Responsive Actions that are carried forward.**
- **Maintenance** - Assign a separate reference number to each Action Item identified within the following categories and briefly describe the Responsive Action required to address the Action Item.
- G. **Is there an excess of sediment or an excess of other pollutants exiting the Site?** - You must verify that neither an excess of sediment nor an excess of other pollutants is exiting the Site. You should check applicable BMPs such as outfalls, exit/entrance controls, site perimeter controls, receiving water courses and adjacent offsite areas for excessive sediment or other excessive pollutant discharges. You should determine and record the source of the excessive sediment or other pollutants. If an off-site property is discharging sediment or other pollutants onto the Site, record that information and whether the off-site source is contributing to the excessive discharge from the Site.
- H. **Are off-Site roads/gutters free of excessive sediment from the Site?** - You must verify that the roads adjacent to the Site are free of excessive sediment. You should determine and record the source of the excessive sediment. If an

off-site property is contributing to or causing the excessive sediment in the off-Site roads or gutters, record that information.

- I. **If required, are construction exit/entrance controls properly located in accordance with the SWP and the Applicable Permit and in working condition, with no repairs necessary?** - You must verify that exit/entrance controls are properly located, in working condition, and no repairs necessary. You should check that exit/entrance controls, such as stone pads, rumble grates, and the like, for the construction entrances and other access points are in place and are maintained pursuant to the SWP.
- J. **Are exposed areas stabilized in accordance with the SWP and the Applicable Permit?** - You must verify that exposed areas are stabilized as required. Exposed areas are any areas that have been disturbed or have otherwise lost natural cover. You should check that areas where construction activity has ceased or has been temporarily suspended are stabilized in accordance with the SWP.
- K. **Are stockpiles located and stabilized in accordance with the SWP and the Applicable Permit?** - You must verify that stockpiles are located and stabilized as required. You should check that stockpiles are located in areas where they may minimize the potential for discharging excessive sediment from the Site or onto any road or gutter and that they have been stabilized in accordance with the SWP.
- L. **Are other BMPs properly located in accordance with the SWP and the Applicable Permit, in working condition, and no repairs necessary?** - You must verify that BMPs are properly located and in working condition and that no repairs are necessary. You should check that BMPs (including by way of illustration, linear barriers, soil stabilization techniques, sediment ponds/traps and inlet protection) are properly placed, appear to be working, and are maintained in accordance with the SWP.
- M. **Are washouts properly located in accordance with the SWP and the Applicable Permit, in working condition, and no repairs necessary?** - You must verify that concrete, paint, and other washouts are properly placed, appear to be working, and are maintained in accordance with the SWP.
- N. **Are hazardous materials managed in accordance with the SWP and the Applicable Permit?** - You must verify that hazardous materials are managed as required. You should check that storage and containment areas and controls and that management of hazardous materials (including leaks and spills) are implemented in accordance with the SWP.
- O. **Are trash, construction debris, and other solid wastes managed in accordance with the SWP and the Applicable Permit?** - You must verify that trash, construction debris, and other solid wastes are managed as required. You should check that controls for the collection and storage of trash, construction debris and other solid wastes are properly placed, appear to be effective, and are maintained in accordance with the SWP.

- P. **If portable toilets are provided, are they properly located?** - You must verify that if portable toilets are provided, they are properly located. You should check that portable toilets are located off roads and away from gutters and inlets and are properly anchored and maintained.
- Q. **Are the Site Stormwater BMPs and the SWP consistent with each other?** - You must verify that Site BMPs and the SWP are consistent with each other. You should check that the BMPs shown on the SWP for the current stage of construction exist on Site and that the BMPs that exist on Site are shown on the SWP. In particular, you must make sure that any map or figure within the SWP is consistent with what has been installed on the ground. Even if we have installed additional BMPs not originally called for in the SWP, the additional BMPs must be shown on the map.

INSTRUCTIONS FOR COMPLETING THE RESPONSIVE ACTION LOG

- You must record each reference number from the Site Inspection Report under “Responsive Action Log Reference #” on the Responsive Action Log in the first column under “Responsive Action Log Reference #.” Each reference number must be listed on a separate line.
- For each recorded reference number, you must identify in the “Responsive Action” column the Responsive Action taken or to be taken.
- If a condition relates to a BMP, you must identify the applicable BMP by type and location (e.g., lot/block) and state the action necessary to achieve or maintain compliance with the SWP. If a condition relates to anything other than a BMP, you must briefly describe the condition that requires action and the action necessary to achieve or maintain compliance with the SWP.
- The date the Action Item was first identified must be recorded in the Responsive Action column.
- The date recorded for a Responsive Action under the “Responsive Action” column will not change, even if the Responsive Action is carried over to subsequent Responsive Action Logs. When a Responsive Action is restated or carried over to a new Responsive Action Log, you must restate or carry over the date for the Responsive Action as identified on the first Responsive Action Log on which the Responsive Action appeared.
- The Site Stormwater Compliance Representative or the Stormwater Consultant Designee is responsible for recording and initialing the date each Responsive Action is completed. If the Site Stormwater Compliance Representative or the Stormwater Consultant Designee actually performed the Responsive Action, he or she should date and initial the Responsive Action Log the same day as the Responsive Action is completed. If a Contractor performs the Responsive Action, the Site Stormwater Compliance Representative or the Stormwater Consultant Designee must confirm that the Responsive Action has been completed and record the date the Responsive Action was completed by the Contractor.

Quarterly Compliance Review for (_____ to _____)

Site Name: _____

Division Name: _____

Date of Review: _____

Site Inspected By: _____

Division Stormwater
Compliance Representative: _____

Site Stormwater
Compliance Representative(s): _____

One Quarterly Compliance Review must be completed for each Site sometime during each Quarterly Reporting Period. Following the first Quarterly Compliance Review, each Quarterly Compliance Review shall cover the entire time period since the last Quarterly Review.

If the Division Stormwater Compliance Representative conducts the Quarterly Compliance Inspection:

- The Division Stormwater Compliance Representative must complete boxes 1 and 2 for each of the topics listed below.

If a Designee (e.g. a Stormwater Consultant) conducts the Quarterly Compliance Inspection:

- The Designee must complete boxes 1 and 2 for each of the topics listed below, and
- The Division Stormwater Compliance Representative must complete box 3 for each of the topics listed below.

Upon completion of the Quarterly Compliance Inspection, each of the following topics should be reviewed with all of the Site Stormwater Compliance Representatives. When the review is completed, the Division and all of the Site Stormwater Compliance Representatives must sign the form in the space provided below.

A. Physical Condition of the Site and BMPs	
1.	Are there compliance issues related to the physical condition of the Site or BMPs? (select one) Y or N If "yes," what are the issues? What are the causes?
2.	If "yes" is selected in question 1, recommended actions to address these issues include:
3.	If "yes" is selected in question 1 and the Quarterly Compliance Inspection was conducted by a Designee, does the Division Stormwater Compliance Representative have additional recommendations? Y or N If "yes," list recommendations:

B. Adequacy of the Site Stormwater Plan and Recordkeeping Procedures

1. Are there inadequacies in the Stormwater Plan or the recordkeeping procedures? (select one) **Y** or **N** If “yes,” describe any inadequacies.

2. If “yes” is selected in question 1, recommended actions to address these issues include:

3. If “yes” is selected in question 1 and the Quarterly Compliance Inspection was conducted by a Designee, does the Division Stormwater Compliance Representative have additional recommendations?
Y or **N** If “yes,” list recommendations:

C. Contractor Compliance with Stormwater Requirements

1. Are there any stormwater compliance issues being caused by contractors or subcontractors? (select one) **Y** or **N** If “yes,” what are the issues? What are the causes?

2. If “yes” is selected in question 1, recommended actions to address these issues include:

3. If “yes” is selected in question 1 and the Quarterly Compliance Inspection was conducted by a Designee, does the Division Stormwater Compliance Representative have additional recommendations?
Y or **N** If “yes,” list recommendations:

D. Number of Responsive Actions Not Performed in the Time and Manner Required by the Applicable Permit

1. Are there compliance issues with the number of Responsive Actions not performed in the time and manner required by the Applicable Permit? (select one) **Y** or **N** If yes, what are the issues? What are the causes?

2. If “yes” is selected in question 1, recommended actions to address these issues include:

3. If “yes” is selected in question 1 and the Quarterly Compliance Inspection was conducted by a Designee, does the Division Stormwater Compliance Representative have additional recommendations?
Y or **N** If “yes,” list recommendations:

E. Recurring Compliance Issues at the Site

1. Are there recurring compliance issues at the Site? (select one) **Y** or **N** If yes, what are the issues? What are the causes?

2. If “yes” is selected in question 1, recommended actions to address these issues include:

3. If “yes” is selected in question 1 and the Quarterly Compliance Inspection was conducted by a Designee, does the Division Stormwater Compliance Representative have additional recommendations?
Y or **N** If “yes,” list recommendations:

Quarterly Compliance Review Summary for (_____ to _____)

One Quarterly Compliance Review must be completed for each Site sometime during each Quarterly Reporting Period. Following the first Quarterly Compliance Review, each Quarterly Compliance Review shall cover the entire time period since the last Quarterly Review.

1. Was there a failure to obtain coverage for this Site under an Applicable Permit prior to commencement of construction? If yes, how many days of discharge of pollutants from the Site to a water of the US occurred during the quarter covered by this Quarterly Compliance Inspection and Review and prior to obtaining coverage under an Applicable Permit?

Yes No N/A If yes, total number of days during quarter: _____

2. If this is the first Quarterly Compliance Inspection and Review conducted for the Site, was there a failure to perform or material failure to document the Pre-Construction Inspection and Review?

Yes No N/A

3. Was the Site Stormwater Compliance Representative trained in accordance with Ryland's stormwater training program at the time of this Quarterly Compliance Inspection and Review?

Yes No

4. Site Inspections (the time period to be used in answering the questions below is the date range set forth above, which reflects either the Date of Entry or the last Quarterly Compliance Inspection and Review, whichever is later, to this Quarterly Compliance Inspection and Review):

Total number of all Site Inspections required during the quarter: _____

Total number of missed or undocumented Site Inspections: _____

Percentage Compliance: _____

Total number of times a SWP was not available (or its location posted) during a Site Inspection:

Percentage Compliance: _____

5. Responsive Actions (the time period to be used in answering the questions below is the date range set forth above, which reflects either the Date of Entry or the last Quarterly Compliance Inspection and Review, whichever is later, to this Quarterly Compliance Inspection and Review):

Total number of Responsive Actions identified during quarter: _____

Total number of Responsive Actions not addressed within the time allowed by the Applicable Permit:

Percentage Compliance: _____

The Division Stormwater Compliance Representative must review the Quarterly Compliance Review Form with the Site Stormwater Compliance Representative(s), all of whom must sign the Quarterly Compliance Review Form.

Name
Site Stormwater Compliance Representative

Signature

DATE

Name
Site Stormwater Compliance Representative

Signature

DATE

Name
Site Stormwater Compliance Representative

Signature

DATE

Name
Site Stormwater Compliance Representative

Signature

DATE

Name
Site Stormwater Compliance Representative

Signature

DATE

I have reviewed the Quarterly Compliance Review Form with all current Site Stormwater Compliance Representative(s) for this Site.

Name
Division Stormwater Compliance Representative

Signature

DATE

Ryland

Appendix F

Division Quarterly Compliance Summary Report

Division Quarterly Compliance Summary Report

Division Name: _____

Division Storm Water
Compliance Representative: _____

Categories subject to stipulated penalties

Site Name	How many days of discharge of pollutants from the Site to a water of the US occurred during the quarter covered by this Division Quarterly Compliance Summary Report and prior to obtaining coverage under an Applicable Permit?	If this is the first Division Quarterly Compliance Summary Report including the Site, was there a failure to perform or material failure to document the Pre-Construction Inspection and Review?	Failure to perform or, if performed, a material failure to document a Site Inspection			Was there a failure to perform, or if performed, a material failure to document the Quarterly Compliance Inspection for the Site?	Was there a failure to perform, or if performed, a material failure to document the Quarterly Compliance Review for the Site?	Was there a failure to have a trained and certified Site Stormwater Compliance Representative at the time of the Quarterly Inspection?	
			# required Site Inspections	# missed Site Inspections	% missed Site Inspections				
Total per category			# required Site Inspections	# missed Site Inspections	% missed Site Inspections	# required Quarterly Inspections	# missed Quarterly Inspections	# required Quarterly Reviews	# missed Quarterly Reviews

Categories not subject to stipulated penalties

Failure to have SWP available or its location posted at the time of the Site Inspection	Failure to complete a Response Action within timeframe required by the Applicable Permit or, if completed, a material failure to record the information.					
	# required Site Inspections	# of failures to have SWP on Site	% non-compliance	# response actions noted	# response actions not completed/recorded	% non-compliance
# required Site Inspections	# of failures to have SWP on Site	% non-compliance	# response actions noted	# response actions not completed/recorded	% non-compliance	

ONCE COMPLETED, THIS FORM IS TO BE SENT TO THE FOLLOWING: (1) ALL SITE AND DIVISION STORM WATER COMPLIANCE REPRESENTATIVES WITHIN THE DIVISION THAT IS THE SUBJECT OF THIS FORM; (2) THE DIVISION PRESIDENT OR EQUIVALENT; AND (3) THE NATIONAL STORMWATER COMPLIANCE REPRESENTATIVE.

Total # required Quarterly Inspections and Reviews	Total # missed Quarterly Inspections and Reviews	% missed Quarterly Inspections and Reviews

Signature: _____
 Name and Title: _____
 Date: _____

Ryland

Appendix G

National Compliance Summary Report

National Compliance Summary Report

I. Overview

[PROVIDE A BRIEF AND GENERAL DISCUSSION OF THE DATA PRESENTED IN THIS REPORT.]

II. Information for Categories of Self-Reported Stipulated Penalties

_____ Number of days of discharge of pollutants from a Site to a water of the United States prior to obtaining coverage under an Applicable Permit

<u>Name of Site</u>	<u>State</u>	<u># of days</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ Number of failures to perform or, if performed, a material failure to document a required Pre-Construction Inspection and Review

_____ Total number of required Site Inspections

_____ Number of failures to perform or, if performed, material failures to document a required Site Inspection

_____ Percentage failure to perform or, if performed, a material failure to document a required Site Inspection

_____ Total number of required Quarterly Compliance Inspections and Quarterly Compliance Reviews

_____ Number of failures to perform or, if performed, material failures to document a required Quarterly Compliance Inspection or Review

_____ Percentage failure to perform or, if performed, a material failure to document a required Quarterly Compliance Inspection or Review

_____ Number of Division Quarterly Compliance Summary Reports prepared 1-7 days after deadline

_____ Number of Division Quarterly Compliance Summary Reports prepared 8-30 days after deadline

_____ Number of Division Quarterly Compliance Summary Reports prepared 31-90 days after deadline

_____ Number of failures to have a Stormwater Trained Site Stormwater Compliance Representative at the time of a Quarterly Compliance Inspection and Review

III. Responsive Actions/SWP on Site

A. Responsive Actions

_____ Total number of required Responsive Actions

_____ Number of failures to complete Responsive Action within the time period required by the Applicable Permit or, if completed, a material failure to record the information.

_____ Percentage failure to complete Responsive Action within the time period required by the Applicable Permit or, if completed, a material failure to record the information.

B. SWP on Site

_____ Percentage failure to have, at the time of a Site Inspection, the SWP on site or its location posted

IV. Training Program

[WRITTEN EVALUATION OF RYLAND STORMWATER TRAINING PROGRAM AND A DESCRIPTION OF ANY SIGNIFICANT PROPOSED CHANGES FOR EPA APPROVAL.]

V. Signature and Certification

I hereby certify that the foregoing information was prepared under my direction or supervision. I certify that the responses are, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

By: [Name]
National Stormwater
Compliance Representative

Signature

Date

VI. Distribution

Once completed, this form must be sent to the following:

- (1) The President, CEO or COO of Ryland;
- (2) All Division Presidents or Equivalent;
- (3) All Division Stormwater Compliance Representatives;
- (4) The Federal Plaintiff, as provided in Paragraphs 17, 27, 63 of the Consent Decree; and
- (5) The States of Colorado, Florida, Illinois, Indiana, Maryland, Nevada, and the Commonwealth of Virginia, as provided in Paragraphs 17, 27, and 63 of the Consent Decree.

The Ryland Group, Inc.

Appendix H

**Stormwater Compliance Training Program
Description and Syllabus**

The Ryland Group, Inc.

Stormwater Compliance Training Program

Stormwater Compliance Representatives (National, Division and Site) and any Ryland employee who primarily and directly supervises (or who primarily and directly assists in the supervision of) construction activity in the field will be required to receive stormwater compliance training as set forth below.

Initial Training – Stormwater Compliance Representatives and any Ryland employees who primarily and directly supervise (or who primarily and directly assist in the supervision of) construction activity in the field will be given Initial Training no later than sixty (60) days after the Date of Entry, or no later than thirty (30) days after beginning work at a Site, whichever is later. Initial Training Certificates are valid for 15 months.

Refresher Training – Any individual that previously became certified through Initial Training and who continue to work as Stormwater Compliance Representatives or Designees will be given Refresher Training before their Initial Training certification expires.

Format – Ryland’s Stormwater Compliance Training Program includes approximately 4.5 hours of instruction prior to administering a final exam.¹ The Stormwater Compliance Training Program is a web-based training program.

Certification– Individuals that pass the final exam are certified as Stormwater Trained. Certification is valid for 15 months and can be renewed by taking the Refresher Training course and exam before their certification expires.

Contents – The Stormwater Compliance Training Program shall consist of the topics listed below.

¹ The estimated training times are approximate. Actual course pace is dictated in part by the individual being trained. However, Ryland believes that a typical training session will last at least 4.5 hours prior to taking the exam.

The Ryland Group, Inc.

Stormwater Compliance Training Program Syllabus

Module 1: Introduction

- Overview of issues.

Module 2: Stormwater Regulations

- Brief History of the Clean Water Act
- What is the NPDES Stormwater Permit Program?
- Brief description of the Three Principle Stormwater Programs
 - Municipal Separate Storm Sewer System (MS4) Program
 - “Industrial” activity Program
 - “Construction” Program
- Goals of stormwater permit program and pollution prevention

Module 3: Possible Environmental Impacts from Active Construction Operations

- What is erosion?
- Impacts from erosion
- What is sedimentation?
- Impacts from sedimentation
- What is turbidity?
- Impacts from turbidity

Module 4: Stormwater Permitting Authority and State Delegation

- CWA federal and state authority
- Local stormwater authority responsibilities and obligations
- Citizen suits

Module 5: Stormwater Permitting Process

- Who needs to obtain a permit?
- How to obtain a permit – Notice of Intent?
- Basic permit requirements
- Site posting requirements
- Possible MS4 conditions
- Standard permit conditions
- How and when to terminate permit coverage – Notice of Termination?

Module 6: Stormwater Pollution Prevention Plans (Sediment and Erosion Control Plans)

- What is a SWPPP and how is it implemented?
- Steps for developing and components of a SWPPP
- Updating and keeping SWPPPs current
- Inspections and certifications

Module 7: Site Inspections, Corrective Actions and Maintenance

- What is a site inspection?
- What frequency is required?
- How is a site inspection conducted?
- How is a site inspection reported?
- Corrective action
- Sign off procedures

Module 8: Erosion Control BMPs (Best Management Practices)

- List and describe the various erosion control BMPs, and possible benefits/disadvantages

Module 9: Sediment and Turbidity Control BMPs (Best Management Practices)

- List and describe the various sediment and turbidity control BMPs, and possible benefits/disadvantages

Module 10: Good Housekeeping BMPs

- List and describe the various good housekeeping BMPs for addressing non-sediment pollutants, and possible benefits/disadvantages

Module 11: Ryland Compliance Program

- New community start-up
- “Site” level obligations
- “Division” level obligations
- “National” oversight
- Contractor and sub-contractor obligations

Module 12: Goals, Considerations, Summary and Final Assessment

- Summary of key points from Modules 1-11

Final Exam

The Ryland Group, Inc.

Appendix J

**Stormwater Compliance Training Program
Training Exam**

The Ryland Group, Inc.

Stormwater Compliance Training Program

Training Exam

Initial Training

Stormwater Compliance Representatives and other Ryland employees subject to Ryland's Stormwater Compliance Training Program must take and pass an exam to become certified as Stormwater Trained. A score of 75 percent or greater is required to become certified as Stormwater Trained.

The training exam questions and answers are subject to a claim of Confidential Business Information by The Ryland Group, Inc. A description of the exam is included herein in lieu of the actual forms.

The exam consists of multiple choice questions concerning subject matters covered by Ryland's Stormwater Compliance Training Program, which is outlined in Appendix H.

Refresher Training

Stormwater Compliance Representatives and other Ryland employees subject to Ryland's Stormwater Compliance Training Program must take a Refresher Training course and pass an exam to maintain their certification as Stormwater Trained before such certification expires. A score of 75 percent or greater is required to pass the Refresher Training course to maintain certification as Stormwater Trained.

The training exam questions and answers are subject to a claim of Confidential Business Information by The Ryland Group, Inc. A description of the exam is included herein in lieu of the actual forms.

The exam consists of multiple choice questions concerning subject matters covered by Ryland's Stormwater Compliance Training Program, which is outlined in Appendix H.

Ryland

Appendix K

Listed Contractors

Listed Contractors

- 1) Earthmoving Contractors
- 2) Storm Drain Installation Contractors
- 3) Water and Sewer Installation Contractors
- 4) Paving Contractors (including curb and gutter installation)
- 5) Masonry / Tile Contractors
- 6) Concrete Contractor
- 7) Retaining Wall Installers
- 8) Interior and Exterior Painting and Staining Contractors
- 9) Stucco Contractors
- 10) Landscape Installation Contractors
- 11) Framing / Siding Contractors
- 12) Drywall Contractors
- 13) Latrine Contractors

Ryland

Appendix L

List of Contractor Do's and Don'ts

List of Contractor Do's & Don't's

DO:

- **DO** go to the Site Storm Water Compliance Representative with any questions regarding storm water pollution prevention or this list.
- **DO** place all trash and debris in the receptacles provided.
- **DO** use designated washout areas for cleaning equipment (e.g., concrete trucks, except those with self-contained washouts, must use the designated concrete washout area).
- **DO** report any spills of petroleum or other chemicals to the Site Storm Water Compliance Representative.
- **DO** immediately comply with any instructions given by the Site Storm Water Compliance Representative or other Ryland personnel.

DON'T:

- **DON'T** allow any solvents, chemicals, or rinse liquids to drain into a street or storm drain, a creek, waterway, other water body.
- **DON'T** disable, damage, or interfere with any silt fence or similar erosion control.
 - For example, **DON'T** run over a silt fence or straw wattle or forget to replace any silt fence or straw wattle you temporarily relocate.
- **DON'T** disable, damage, or interfere with any inlet controls.
 - For example, **DON'T** remove inlet controls (unless an action is needed to prevent flooding) or place dirt or debris in or adjacent to inlet controls.
- **DON'T** disable, damage, or interfere with any storm water pollution prevention controls at construction entrances.
 - For example, **DON'T** evade stone construction entrances.
- **DON'T** disable, damage, drive over, or interfere with any geotextile, matting, or mulch.
- **DON'T** disable, damage, or interfere with any other storm water pollution prevention controls.

Remember: The failure to comply with storm water requirements at this site is a breach of your contractual obligations and can result in economic sanctions or termination.

APPENDIX M

LIST OF SITES SUBJECT TO COVENANT NOT TO SUE

The following list is intended to include Sites:

A. Where Plaintiffs have knowledge, through inspections conducted by Plaintiffs or Plaintiffs' consultants, responses to information requests issued by Plaintiffs pursuant to Section 308 of the Clean Water Act ("CWA") or equivalent state law, or information obtained from a non-Party, of an alleged violation of : (1) Section 308 of the CWA or a state law equivalent to Section 308, relating to Stormwater Requirements, (2) the prohibition in Section 301(a) of the CWA or an equivalent prohibition under state law, against discharging pollutants without an Applicable Permit; or (3) the conditions, limitations and requirements of an Applicable Permit;

or

B. Builder owned or operated on September 1, 2010.

This description of the list is provided for explanatory purposes and does not modify the list. The release and covenant not to sue is only applicable to the Sites on this list. The list may be modified pursuant to Paragraph 71 of the Consent Decree to add Sites that were inadvertently omitted but that meet the above criteria.

Ryland Community List

Community Name	State	County	City
Canterbury	California	Riverside	Beaumont
Serenity at The Preserve	California	San Bernardino	Chino
Sunset Ridge	California	Riverside	Unincorporated
Vista Heights	California	San Bernardino	Rancho Cucamonga
Blackstone Reserve	Colorado	Arapahoe	Aurora
Pioneer Ridge	Colorado	Weld	Johnstown
Roxborough Point	Colorado	Douglas	Littleton
Timnath Ranch	Colorado	Larimer	Timnath
Arbor Greene	Florida	Hillsborough	Tampa
Arborview	Florida	Seminole	Oviedo
Avalon Park	Florida	Orange	Orlando
Bahia Lakes	Florida	Hillsborough	Ruskin
Barrington Estates	Florida	Clay	Middleburg
Bartram Springs	Florida	Duval	Jacksonville
Brentwood	Florida	Seminole	Longwood
Cheval	Florida	Hillsborough	Lutz
Clifton Park	Florida	Seminole	Oviedo
Copperstone	Florida	Manatee	Parrish
Cypress Lakes	Florida	Orange	Orlando
Diamond Hill	Florida	Hillsborough	Valrico
Durbin Crossing South	Florida	St Johns	St Johns
Esprit	Florida	Osceola	St. Cloud
Grand Island	Florida	Lake	Grand Island
Greenleaf Village at Oak Harbour	Florida	St Johns	St Augustine
Heron Creek	Florida	Sarasota	North Port
Hickory Woods	Florida	Hillsborough	Brandon
Independence	Florida	Orange	Winter Garden
Kenmure	Florida	Seminole	Oviedo
Key Vista	Florida	Pasco	Holiday
Live Oak Preserve	Florida	Hillsborough	Tampa
Magnolia Estates	Florida	Pasco	New Port Richey
Mandalay	Florida	Manatee	Bradenton
Markham Reserve	Florida	Seminole	Sanford
Mira Largo	Florida	Hillsborough	Ruskin
Oakleaf Hammock	Florida	Manatee	Ellenton
Oakleaf Plantaton	Florida	Duval	Jacksonville
Oasis Cove	Florida	Orange	Windermere
Panther Ridge	Florida	Manatee	Bradenton
Parsons Pointe	Florida	Hillsborough	Seffner
Pine Ridge	Florida	Clay	Middleburg
Plantation Palms	Florida	Pasco	Land O Lakes
Reserve at Meadow Lake (Prairie Lake)	Florida	Orange	Ocoee
Rolling Hills	Florida	Clay	Lake Asbury
Rybolt Reserve	Florida	Orange	Orlando
Sea Forest	Florida	Pasco	New Port Richey
Somerset	Florida	Orange	Orlando
Starling at Fishhawk	Florida	Hillsborough	Lithia
Summerport	Florida	Orange	Windermere
The Cove	Florida	Seminole	Lake Mary
Trout River Landing	Florida	Duval	Jacksonville
Valencia Gardens	Florida	Pasco	Land O Lakes
Ventana	Florida	Pasco	New Port Richey
Verandahs	Florida	Pasco	Hudson
Villages of Bartram Springs	Florida	Duval	Jacksonville
Villages of Northwoods	Florida	Duval	Jacksonville
Vista Lakes	Florida	Orange	Orlando
Waterchase	Florida	Hillsborough	Tampa
Waters Edge	Florida	Pasco	New Port Richey
Waterside (Crystal Lake)	Florida	Lake	Groveland
Wellington	Florida	Hernando	Spring Hill

Community Name	State	County	City
Wentworth	Florida	Orange	Ocoee
West Breeze	Florida	Pinellas	Palm Harbor
West Hampton	Florida	Hillsborough	Tampa
Westchester	Florida	Hillsborough	Tampa
Westfield	Florida	Orange	Winter Garden
Braemar	Georgia	Forsyth	Alpharetta
Brookside Park	Georgia	Cobb	Smyrna
Canterbury	Georgia	Cobb	Marietta
Centennial Lakes	Georgia	Cherokee	Acworth
Deer Valley	Georgia	Forsyth	Suwanee
Hamilton Manor	Georgia	Gwinnett	Dacula
Highbranch Glen	Georgia	Gwinnett	Lawrenceville
James Creek	Georgia	Forsyth	Cumming
Lenox Overlook	Georgia	Dekalb	Atlanta
Princeton Crossing	Georgia	Gwinnett	Tucker
River Stone	Georgia	Gwinnett	Lawrenceville
Roberts Landing	Georgia	Gwinnett	Sugar Hill
Sterling on the Lake	Georgia	Hall	Flowery Branch
Villas at Bethesda	Georgia	Gwinnett	Lawrenceville
Blackberry Crossing West	Illinois	Kendall	Montgomery
Bryn Mawr	Illinois	McHenry	Crystal Lake
Cedar Grove	Illinois	Kane	Elgin
Emerald Bay	Illinois	Lake	Round Lake
Gilberts Town Center	Illinois	Kane	Gilberts
Lancaster Falls	Illinois	Lake	Volo
Patriot Place	Illinois	Will	Bolingbrook
Ponds of Stoney Creek	Illinois	Kane	Elgin
Preston Pines	Illinois	McHenry	Crystal Lake
Talamore	Illinois	McHenry	Huntley
Anson	Indiana	Boone	Zionsville
Arden at Cool Creek	Indiana	Hamilton	Carmel
Augusta Meadows	Indiana	Marion	Indianapolis
Boulders	Indiana	Hamilton	Fishers
Brookhaven	Indiana	Johnson	Greenwood
Chapel Woods	Indiana	Hamilton	Noblesville
Cobblestone	Indiana	Johnson	Greenwood
Eagles Nest	Indiana	Boone	Zionsville
Fieldstone	Indiana	Boone	Zionsville
Forest Creek (Sugar Grove Farms)	Indiana	Hendricks	Plainfield
Hayden Run	Indiana	Hamilton	Carmel
Hession Fields	Indiana	Hendricks	Brownsburg
Northpoint Village Section	Indiana	Marion	Indianapolis
Park Meridian	Indiana	Marion	Indianapolis
Roudebush Farms Section	Indiana	Hamilton	Noblesville
South Lake	Indiana	Johnson	Greenwood
Stanford Park	Indiana	Hamilton	Carmel
Tanglewood	Indiana	Hamilton	Fishers
Westminster	Indiana	Hamilton	Fishers
Wolf Run	Indiana	Marion	Indianapolis
Harvest Hills	Kentucky	Kenton	Independence
Pebble Creek	Kentucky	Boone	Burlington
Savannah Lakes	Kentucky	Boone	Florence
Wyndemere Place	Kentucky	Boone	Hebron
Beechtree Estates	Maryland	Harford	Aberdeen
Bulle Rock	Maryland	Harford	Havre De Grace
Franklin Green	Maryland	Baltimore	Owings Mills
Germantown Station (Gateway Park)	Maryland	Montgomery	Germantown
Hollywoods	Maryland	Harford	Aberdeen
Marriott's Choice (Carriage Hills)	Maryland	Baltimore	Randalstown
Mission Place	Maryland	Howard	Jessup
Perry Meadows (Stable Gate)	Maryland	Baltimore	Parkville
Seton Point (Seton Hills)	Maryland	Baltimore	Lochearn

Community Name	State	County	City
Stansbury Shores	Maryland	Baltimore	Dundalk
Vineyards (Vinyard Oak)(Buckler)	Maryland	Prince George's	Clinton
Westbury	Maryland	St. Marys	Lexington Park
Arbor Grove	Minnesota	Hennepin	Plymouth
Cobblestone	Minnesota	Dakota	Apple Valley
Dan Patch Trail	Minnesota	Scott	Savage
Dancing Waters	Minnesota	Washington	Woodbury
Eastgate	Minnesota	Washington	Mahtomedi
Hennepin Village	Minnesota	Hennepin	Eden Prairie
Lakes at Maple Grove	Minnesota	Hennepin	Maple Grove
Meadow Creek	Minnesota	Dakota	Farmington
Park View	Minnesota	Anoka	Columbia Heights
Pioneer Pass	Minnesota	Carver	Chanhassen
Red Oak Preserve - Oakdale	Minnesota	Washington	Oakdale
The Lakes	Minnesota	Anoka	Blaine
Avellino Park	Nevada	Clark	North Las Vegas
Catania	Nevada	Clark	Henderson
Centennial Crossings	Nevada	Clark	North Las Vegas
Cordova Estates	Nevada	Clark	Henderson
Jasmine	Nevada	Clark	Henderson
Kensington	Nevada	Clark	Las Vegas
Windimere	Nevada	Clark	Las Vegas
Bennington	North Carolina	Union	Marvin
Bethany Trace	North Carolina	Forsyth	Winston Salem
Brandon Oaks	North Carolina	Union	Indian Trail
Cannon Crossing	North Carolina	Cabarrus	Concord
Canterfield	North Carolina	Cabarrus	Harrisburg
Chatham Glen (Sunset Commons)	North Carolina	Brunswick	Shallotte TWSP
Coventry	North Carolina	Mecklenburg	Charlotte
Dominion Crossing	North Carolina	Mecklenburg	Charlotte
Edgefield	North Carolina	Mecklenburg	Charlotte
Fountain Grove	North Carolina	Guilford	High Point
Glen Village	North Carolina	Forsyth	Winston Salem
Glenhaven	North Carolina	Mecklenburg	Charlotte
Highland Creek	North Carolina	Cabarrus/Mecklenburg	Charlotte
Hunter Oaks	North Carolina	Union	Waxhaw
Lawson	North Carolina	Union	Waxhax
Lindley Park	North Carolina	Guilford	Whitsett
Linwood Farms	North Carolina	Iredell	Mooresville
MacAulay	North Carolina	Mecklenburg	Huntersville
Mallard Forest	North Carolina	Mecklenburg	Charlotte
Mill Creek	North Carolina	Mecklenburg	Charlotte
Millbridge	North Carolina	Union	Waxhaw
Palisades	North Carolina	Mecklenburg	Charlotte
Providence Grove	North Carolina	Union	Waxhaw
Ravenswood	North Carolina	Mecklenburg	Charlotte
Reedy Creek	North Carolina	Mecklenburg	Charlotte
Somerset	North Carolina	Union	Waxhaw
Thornaby Park	North Carolina	Forsyth	Winston Salem
Torrence Chapel	North Carolina	Mecklenburg	Cornelius
Waterbury	North Carolina	Guilford	Whitsett
Waterside Landing	North Carolina	Cabarrus	Kannapolis
Westland Farm	North Carolina	Gaston	Mt. Holly
Winborne	North Carolina	Iredell	Mooresville
Wolfetrail Run	North Carolina	Guilford	Greensboro
Woodbridge	North Carolina	Union	Stallings
Arbor Oaks	South Carolina	Dorchester	Summerville
Arbor Walk	South Carolina	Dorchester	Summerville
Bellwood	South Carolina	Dorchester	Summerville
Bolton's Landing	South Carolina	Charleston	Charleston
Brickhope Plantation	South Carolina	Berkeley	Goose Creek
Bryson Meadows	South Carolina	Greenville	Simpsonville

Community Name	State	County	City
Charleston Oaks (Hardin Tract)	South Carolina	Berkeley	Hanahan
Clairemont	South Carolina	Lancaster	Indian Land
Clearpond	South Carolina	Horry	Conway
Creekhaven	South Carolina	Horry	Socastee Township
Daniel Island	South Carolina	Berkeley	Charleston
Edenmoor	South Carolina	Lancaster	Indian Land
Fairview Meadows	South Carolina	Greenville	Simpsonville
Hallmark Glen	South Carolina	York	Rock Hill
Ladson Farms (Summerpark)	South Carolina	Dorchester	Summerville
Laurel Heights	South Carolina	Greenville	Mauldin
Maple Grove	South Carolina	Greenville	Mauldin
Mellard Tract (The Reserve)	South Carolina	Berkeley	Hanahan
Myer's Mill	South Carolina	Dorchester	(None)
Nelliefield Plantation	South Carolina	Berkeley	Charleston
Oak Forest Village	South Carolina	Dorchester	North Charleston
Pembroke at Park West	South Carolina	Charleston	Mt. Pleasant
Planters Row	South Carolina	Greenville	Mauldin
Retreat at Beresford	South Carolina	Berkeley	(None)
Rogers Mill	South Carolina	Spartanburg	(None)
Shinnecock Hills	South Carolina	Dorchester	North Charleston
Steeplechase	South Carolina	Greenville	Simpsonville
Summerhaven Lincolnville	South Carolina	Dorchester	Summerville
Tanner Plantation (Edgewood Tr.)	South Carolina	Berkeley	Hanahan
Taylor Plantation	South Carolina	Dorchester	North Charleston
Tega Cay	South Carolina	York	Tega Cay
Thornewood at Planters Pointe	South Carolina	Charleston	Mt. Pleasant
Victoria Pointe	South Carolina	Dorchester	(None)
Wellborn Village	South Carolina	Charleston	North Charleston
Wescott (Sandpines or Barnwell Tract)	South Carolina	Dorchester	North Charleston
Wilderness Pointe	South Carolina	Horry	Socastee Township
Woodberry	South Carolina	Spartanburg	Duncan
Alamo Ranch	Texas	Bexar	San Antonio
Arrowood	Texas	Comal	Garden Ridge
Aviara	Texas	Bexar	San Antonio
Bavarian Forest	Texas	Bexar	San Antonio
Bentwood Ranch	Texas	Guadalupe	Cibolo
Birmingham Ranch	Texas	Collin	Wylie
Blackhawk	Texas	Travis	Pflugerville
Breckenridge Forest	Texas	Harris	Spring
Bridlewood	Texas	Bexar	Live Oak
Canyon Lakes	Texas	Harris	Cypress
Canyon Springs	Texas	Bexar	San Antonio
Champions Crossing	Texas	Harris	Houston
Cinco Ranch	Texas	Fort Bend	Katy
Creekside Park	Texas	Harris	The Woodlands
Eagle Springs	Texas	Harris	Atascocita
Eaglechase	Texas	Denton	Krum
Emerald Valley	Texas	Dallas	Irving
Falconhead	Texas	Travis	Bee Cave
Fontanna Ranch	Texas	Rockwall	Rockwall
Frederick Creek	Texas	Kendall	Boerne
Grant Meadows	Texas	Harris	Cypress
Hometown Kyle	Texas	Hays	Kyle
Inverness Estates	Texas	Harris	Tomball
Kingdom Heights	Texas	Fort Bend	Rosenberg
Kings Mill	Texas	Montgomery	Kingwood
Lakeway	Texas	Travis	Lakeway
Ledge Stone	Texas	Hays	Dripping Springs
Long Meadow Farms	Texas	Fort Bend	Richmond
Mission Sierra	Texas	Fort Bend	Richmond
Mountain Lodge	Texas	Bexar	San Antonio
Preserve at Northampton	Texas	Harris	Spring

Community Name	State	County	City
Quail Creek North	Texas	Dallas	Carrollton
Ridgeview	Texas	Collin	Plano
Rockwall Ranch	Texas	Comal	New Braunfels
Shadow Creek Ranch	Texas	Brazoria/Fort Bend	Pearland
Sienna	Texas	Fort Bend	Missouri City
Silver Oaks	Texas	Bexar	San Antonio
Stoney Hollow	Texas	Collin	Plano
Suncreek	Texas	Collin	Allen
Sundance Ranch	Texas	Bexar	San Antonio
Sunset Pointe	Texas	Denton	Little Elm
Telfair	Texas	Fort Bend	Sugar Land
Teravista	Texas	Williamson	Round Rock
Terra Vista	Texas	Harris	Spring
Treeline	Texas	Harris	Tomball
Triana	Texas	Bexar	San Antonio
Two Creeks	Texas	Bexar	San Antonio
Westover Park	Texas	Galveston	League City
Westover Valley	Texas	Bexar	San Antonio
Whispering Hollow	Texas	Hays	Buda
Willow Creek Farms	Texas	Waller	Katy
Woodlake	Texas	Bexar	San Antonio
Wright Farms	Texas	Dallas	Dallas
Battleground Estates at Celebrate	Virginia	Stafford	Stafford
Carriage Hills	Virginia	Stafford	Stafford
Centreville	Virginia	Fairfax	Centreville
Forest Glen	Virginia	Prince William	Manassas
Idlewild	Virginia	Stafford	Fredericksburg
Lees Park	Virginia	Spotsylvania	Fredericksburg
Market Center	Virginia	Prince William	Haymarket
Reid's Prospect	Virginia	Prince William	Woodbridge
Stuarts Crossing	Virginia	Spotsylvania	Spotsylvania
Victoria Station	Virginia	Loudoun	Sterling