

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

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UNITED STATES OF AMERICA, )  
STATE OF COLORADO, )  
STATE OF MARYLAND, )  
STATE OF MISSOURI, )  
STATE OF NEVADA, )  
STATE OF TENNESSEE, )  
STATE OF UTAH, and )  
COMMONWEALTH OF VIRGINIA, ) Civil Action No.  
)  
Plaintiffs, )  
)  
)  
)  
vs. )  
)  
CENTEX HOMES, A NEVADA )  
GENERAL PARTNERSHIP, )  
)  
Defendant. )

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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 Centex Homes, a Nevada general partnership, 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 the Colorado CDPS General Permit for Stormwater Discharges Associated with Construction Activity, the Maryland General Permit for Construction Activity, the Missouri Land Disturbance General Permit, the Nevada Stormwater General Permit, the Tennessee General NPDES Permit for Discharges of Storm Water Associated with Construction Activities, the Utah Storm Water General Permit for Construction Activities, and the Virginia General Permit for Discharges of Stormwater from Construction Activities;

Whereas, the State of Colorado, the State of Maryland, the State of Missouri, the State of Nevada, the State of Tennessee, the State of Utah, and the Commonwealth of Virginia are co-Plaintiffs and have joined in the filing of the Complaint in this matter alleging that Centex Homes, a Nevada general partnership, has violated state clean water laws, including the following, respectively: the Colorado Water Quality Control Act, the Maryland Water Pollution Control Act, the Missouri Clean Water Law, the Nevada Water Pollution Act, the Tennessee Water Quality Control Act, the Utah Water Quality 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 Maryland General Permit for Construction Activity, the Missouri Land Disturbance General Permit, the Nevada Stormwater General Permit, the Tennessee General NPDES Permit for Discharges of Storm Water

Associated with Construction Activities, the Utah Storm Water General Permit for Construction Activities, 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 Storm Water Requirements.

b. Applicable Permit – whichever of the following permits is applicable to a particular Site: (i) the Federal General Permit for Storm Water Discharges from Construction Activities; or (ii) in the case of an Authorized State, the Authorized State’s National Pollutant Discharge Elimination System (“NPDES”) construction general permit; or (iii) an individual NPDES permit issued by EPA or an Authorized State for storm water discharges associated with construction. 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 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 including those for storm water discharges associated with construction activity.

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 – Centex Homes, a Nevada general partnership, and its wholly-owned subsidiaries that own or operate Projects or Sites. For purposes of this definition, “wholly-owned subsidiaries” includes entities where Centex Homes, a Nevada general partnership, owns a majority interest in the entity and an entity having a common parent with Centex Homes, a Nevada general partnership, 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 State of Maryland, the State of Missouri, the State of Nevada, the State of Tennessee, the State of Utah, 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 Storm Water 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. (Contractor and Storm Water 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 Storm Water Trained, pursuant to Paragraph 18 (Storm Water Training Program), or a “Storm Water 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 Storm Water Compliance Representative – a Builder employee designated pursuant to Paragraph 8 (Designation of Storm Water Compliance Representatives) to oversee storm water compliance activities for a Division (or for a comparable business unit if Builder or Division renames or reorganizes its internal structure).



- p. Division-Wide Compliance Summary Report – a report in the form attached at Appendix F and as required by Paragraph 16 (Division-Wide Compliance Summary Report).
- q. EPA – the U.S. Environmental Protection Agency.
- r. Federal Plaintiff – the United States of America, acting on behalf of EPA.
- s. Federal General Permit – the federal “NPDES General Permit for Storm Water Discharges from Construction Activities” issued by EPA on July 1, 2003 (68 Fed. Reg. 39087), as modified and amended, 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 storm water discharges from construction activities.
- t. Government Inspection – a state or federal inspection conducted to evaluate compliance with Storm Water 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 shown on the table set out in Paragraph 17.
- y. National Storm Water Compliance Representative – a Builder employee

designated pursuant to Paragraph 8 (Designation of Storm Water 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 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 not required. Non-contiguous areas that are not part of a common plan of development are not considered part of a Project.

gg. Quarterly Compliance Inspection – an inspection of a Site, as required by Paragraph 15 (Site Storm Water Compliance Review and Oversight).

hh. Quarterly Compliance Inspection Form – the form attached at Appendix E and as required by Paragraph 15 (Site Storm Water Compliance Review and Oversight).

ii. Quarterly Compliance Review – a compliance review of a Site as required

by Paragraph 15 (Site Storm Water Compliance Review and Oversight).

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

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 Storm Water Requirements.

mm. Responsive Action – an action taken or that is necessary to be taken to achieve or maintain compliance with Storm Water 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 Storm Water Compliance Representative – a Builder employee designated pursuant to Paragraph 8 (Designation of Storm Water Compliance Representatives) to oversee storm water compliance activities at a Site.

ss. State Plaintiffs – the State of Colorado, the State of Maryland, the State of Missouri, the State of Nevada, the State of Tennessee, the State of Utah, and the Commonwealth of Virginia.

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

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

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

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

xx. Storm Water Plan (“SWP”) – a plan for controlling pollutants in storm water and non-storm water discharges that meets Storm Water Requirements.

yy. Storm Water 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. Storm Water Trained – an individual who: (i) is certified under the Storm Water Training Program pursuant to Paragraph 18.a.(ii) and (iii) (Storm Water Training Program); or (ii) is certified by CPESC, Inc. 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 (Storm Water Orientation Program); or (iii) is certified under another training program agreed to by the Federal Plaintiff after a request made to the Office of Enforcement and Compliance Assurance (“OECA”) representative(s) listed in Section XIII (Notices).

aaa. Storm Water Training Program – this term includes all of the training required by Paragraph 18 (Storm Water 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 Arizona, California, Colorado, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, Missouri, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oregon, South Carolina, Tennessee, Texas, Utah, and Washington, and the Commonwealths of Kentucky, Pennsylvania, 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 Storm Water 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 Storm Water 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 Storm Water Requirements at Builder's Sites and shall not violate the prohibition in Section 301(a) of the CWA by discharging pollutants in storm water without an Applicable Permit, or by making prohibited non-storm water discharges, to waters of the United States at any of Builder's Sites or Projects.

8. Designation of Storm Water Compliance Representatives.

a. Builder shall designate at least one Site Storm Water 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. If Builder designates more than one Site Storm Water Compliance Representative at a Site, Builder shall create a document ("Transition Document") that specifies how transitions between Site Storm Water Compliance Representatives shall be handled and how responsibility for non-delegated duties will be coordinated. This document shall be located as provided by Paragraph 11.h. Each Site Storm Water Compliance Representative shall:

- (i) be a Builder employee;
- (ii) be Storm Water Trained;
- (iii) be authorized by Builder and have the responsibility to supervise all work necessary to meet Storm Water Requirements at the Site, including work performed by Contractors, sub-contractors and Storm Water Consultants;
- (iv) be authorized by Builder and have the responsibility to order employees, Contractors, sub-contractors and Storm Water Consultants to take appropriate Responsive Action to comply with Storm Water Requirements,

including requiring any such person to cease or correct a violation of Storm Water Requirements, and to order or recommend such other actions or sanctions as necessary to meet Storm Water 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 Storm Water Consultants regarding Storm Water Requirements; and

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

b. Builder shall designate one Division Storm Water Compliance Representative (who must be Storm Water 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 Storm Water Compliance Representative for more than one Site or Division or designate multiple such Representatives for a single Division. The Division Storm Water Compliance Representative shall:

(i) be a Builder employee;

(ii) be Storm Water Trained;

(iii) be authorized by Builder and have the responsibility to supervise all work necessary to meet Storm Water Requirements in the Division including work performed by Contractors, sub-contractors and Storm Water Consultants;

(iv) be authorized by Builder to order employees, Contractors, sub-



contractors and Storm Water Consultants to take appropriate Responsive Action to comply with Storm Water Requirements, including requiring any such person to cease or correct a violation of Storm Water Requirements, and to order or recommend such other actions or sanctions as necessary to meet Storm Water Requirements; and

(v) be familiar with and have the authority to certify and amend SWPs.

c. Builder shall designate one National Storm Water Compliance

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

(i) be a Builder employee;

(ii) be Storm Water 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 Builder-wide compliance matters related to Storm Water Requirements.

d. If a Storm Water 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 gap in designation shall not excuse non-compliance with any other Storm Water Requirement. During the gap a Storm Water Trained Builder employee shall fulfill the signature requirements of Paragraphs 13.b., 15.c. and 16.

e. Except as expressly provided in the Decree, Storm Water Compliance Representatives may delegate the performance of storm water 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 Storm Water Requirements.

(i) Designees shall have sufficient authority to perform the delegated tasks; and

(ii) 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 Paragraph 15 that also serves as a Site Inspection under Paragraph 13) at the Site during that quarter.

f. Storm Water Compliance Representatives may also hire Contractors to install, maintain or repair BMPs. Such Contractors need not be Designees to perform such tasks. Any such use of Contractors does not relieve Builder of responsibility for the proper performance of any delegated task or for compliance with Storm Water Requirements.

g. Builder shall post the name and contact information for all Site Storm Water 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 OECA 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 intersections, 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 OECA representative listed in Section XIII (Notices) an updated List on or before the 30<sup>th</sup> 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 the date permit coverage was terminated under the Applicable Permit, but only after the date of permit coverage termination has appeared 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 storm water 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 either Party as to the requirements for obtaining an Applicable Permit under the Clean Water Act.

11. Storm Water 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 National SWP Criteria 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 the National SWP Criteria.

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 the National SWP Criteria 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. All Site Storm Water Compliance Representatives shall review the SWP, 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 8.a. (“Transition Document”), 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 Storm Water 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 Storm Water Compliance Representative (who must be Storm Water 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. 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 Storm Water Compliance Representative (who must be Storm Water Trained not later than sixty (60) days after the Date of Entry) shall review and sign 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 Storm Water 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 Storm Water Compliance Representative (who must be Storm Water 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. If a Designee conducts an inspection, the Site Storm Water Compliance Representative shall review and sign 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 Storm Water 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 Storm Water Compliance Review and Oversight), the



Site Storm Water Compliance Representative or a Contractor whose work is supervised by the Site Storm Water 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 Storm Water 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 Storm Water Compliance Review and Oversight.

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

17. National Compliance Summary Report. The National Storm Water 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 Storm Water 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 <sup>st</sup> & 2 <sup>nd</sup> Quarterly Reporting Periods	2 <sup>nd</sup> Quarterly Reporting Period
2	3 <sup>rd</sup> & 4 <sup>th</sup> Quarterly Reporting Periods	4 <sup>th</sup> Quarterly Reporting Period
3	5 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> & 8 <sup>th</sup> Quarterly Reporting Periods	8 <sup>th</sup> Quarterly Reporting Period
4	9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> & 12 <sup>th</sup> Quarterly Reporting Periods	12 <sup>th</sup> Quarterly Reporting Period

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

18. Storm Water Training Program.

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

(i) Builder shall provide employee storm water 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 storm water 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 storm water training syllabus is attached at Appendix H. Employee storm water training that meets the requirements of this Consent Decree may be completed prior to the Date of Entry. The employee storm water training program may be the same as the Storm Water Compliance Representative training program.

(ii) Builder shall provide Storm Water Compliance Representative training to all Storm Water Compliance Representatives and any Designee of such representative, who is a Builder employee, pursuant to the syllabus attached as Appendix I. To be certified as Storm Water Trained under this subparagraph, all Storm Water Compliance Representatives and Designees, who are Builder employees, must complete the Storm Water Compliance Representative training and pass a written, on-line, or computer-based test, which is equivalent to the test attached as Appendix J. All Storm Water Compliance Representatives and Designees, who are Builder employees, shall be certified as Storm Water Trained no later than sixty (60) days after the Date of Entry, or prior to being a designated Storm Water Compliance Representative or Designee at a Site, whichever is later. Storm Water Compliance Representative training that meets the requirements of this Consent Decree may be completed prior to the Date of Entry. Employees who have completed Storm Water 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 annual refresher training for Storm Water Compliance Representatives and Builder employee Designees who were previously certified under subparagraph 18.a.(ii) and who continue to work as Storm Water Representatives or Designees. Each such person shall complete the annual refresher training, pursuant to the syllabus attached as Appendix I, and pass a written test which is equivalent to the test attached as Appendix J. The renewal certification shall be valid for up to fifteen (15) months.

(iv) Builder shall maintain records of each Storm Water Compliance Representative's and 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. Every instructor presenting Builder's Storm Water Training Program shall be either: (i) a Storm Water Consultant or (ii) a Storm Water Trained Builder employee.

c. Builder shall evaluate Builder's Storm Water Training Program annually and determine whether any changes to the Storm Water Training Program are necessary. A written evaluation of the Storm Water 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. Storm Water Orientation Program.

a. Not later than sixty (60) days after the Date of Entry or prior to a Listed Contractor or Storm Water 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 Storm Water Consultant: an overview of the Builder's storm water program; information explaining how to contact a Site Storm Water Representative as required by Paragraph 20.c.(iv); and a description of the potential consequences for failure to comply with Storm Water 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 Storm Water Consultant beginning work at a Site, whichever is later, Builder shall provide all Listed Contractors and Storm Water Consultants at the Site the following information: Builder's compliance expectations; how to obtain additional storm water 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. Contractor and Storm Water Consultant Compliance.

a. After the Date of Entry, written requests for bids from Listed Contractors and Storm Water Consultants for work at a Site shall notify the bidding Listed Contractors and Storm Water 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 Storm Water 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 Storm Water Consultant the applicable “Dos & Don’ts List” included in Appendix L.

c. Builder’s master contracts entered into or modified after the Date of Entry with Listed Contractors and Storm Water Consultants shall: (i) require compliance with the Applicable Permit and with instructions by Builder’s Storm Water Compliance Representatives to comply with Storm Water 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 Storm Water Consultant Representative, respectively, with the authority to oversee, instruct, and direct their respective employees and sub-contractors at a Site regarding compliance with Storm Water Requirements; (iv) require the Contractor Representative or Storm Water Consultant Representative to contact a Builder’s Site Storm Water Compliance Representative to obtain any additional storm water 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 Storm Water 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 (Storm Water 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 OECA 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 \$1,485,000 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 14<sup>th</sup> 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 \$1,284,000 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 lodging of the Consent Decree by the Financial Litigation Unit of the U.S. Attorney’s Office for the Eastern District of Virginia, 101 West Main Street, Suite 8000, Norfolk, VA 23510, (757) 441-6331. 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. Centex Homes, a Nevada general partnership, and shall reference the civil action number and DOJ case number 90-5-1-1-08059, to the United States in accordance with Section XIII of this Decree (Notices); by email to [acctsreceivable.CINWD@epa.gov](mailto: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. Centex Homes, a Nevada general partnership, and shall reference the civil action number

and DOJ case number 90-5-1-1-08059.

a. Payment of \$21,000 of the civil penalty due the State of Colorado shall be made by check made out to the Colorado Department of Public Health and Environment and mailed to:

Enforcement Work Group 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 OECA addressee and the State of Colorado in accordance with Section XIII (Notices).

b. Payment of \$30,000 of the civil penalty due 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 the OECA addressee and the State of Maryland in accordance with Section XIII (Notices).

c. Payment of \$19,000 of the civil penalty due the State of Missouri shall be made by certified check made out to the State of Missouri and mailed to:

JoAnn Horvath  
Collections Specialist  
Office of the Attorney General  
P.O. Box 899  
Jefferson City, MO 65102-0899

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Missouri in accordance with Section XIII (Notices).

d. Payment of \$32,000 of the civil penalty due the State of Nevada shall be

made by check made out to NDEP and mailed to:

NDEP Water Pollution Control  
c/o Cliff Larson, Suite 3003  
901 South Stewart Street  
Carson City, NV 89701

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

e. Payment of \$14,000 of the civil penalty due the State of Tennessee shall be made by check made out to The State of Tennessee referencing the case name and civil action number, and mailed to:

Elizabeth P. McCarter  
Office of the Tennessee Attorney General  
Environmental Division  
P. O. Box 20207  
Nashville, TN 37202

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Tennessee in accordance with Section XIII (Notices).

f. Payment of \$2,000 of the civil penalty due the State of Utah shall be made by check made out to Utah Division of Water Quality and sent by overnight courier to:

Attn: Walt Baker  
Utah Division of Water Quality, Third Floor  
288 North 1460 West  
Salt Lake City, UT 84116

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Utah in accordance with Section XIII (Notices).

g. Payment of \$83,000 of the civil penalty due 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 VA Stormwater Management Fund," and mailed to:

Joseph H. Maroon  
Director  
Commonwealth of Virginia  
Department of Conservation and Recreation  
203 Governor Street, Suite 302  
Richmond, VA 23219

Builder shall send a copy of the check, money order or cashier's check and cover letter to the OECA addressee and 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 to the Federal Plaintiff as designated in Section XIII of this Consent Decree (Notices). 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 Per National Reporting Period	Stipulated Penalty Per Period		
	3 <sup>rd</sup> & 4 <sup>th</sup> QRP	5 <sup>th</sup> -8 <sup>th</sup> QRP	9 <sup>th</sup> -12 <sup>th</sup> QRP
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 Storm Water Compliance Review and Oversight):

<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-Wide Compliance Summary Report as required by Paragraph 16 (Division-Wide Compliance Summary Report):

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

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

f. Failure to have trained and certified Site Storm Water Compliance Representatives as required by Paragraph 18.a.(ii) and (iii) at the time of an inspection required by Paragraph 15 (Site Storm Water Compliance Review and Oversight): \$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 Storm Water Compliance Representatives:

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

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

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

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

d. Failure to provide Storm Water Orientation as required by Paragraph 19.a. (Storm Water 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 <sup>st</sup> through 30 <sup>th</sup> days	\$100 per day
31 <sup>st</sup> through 60 <sup>th</sup> days	\$250 per day
61 <sup>st</sup> 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 Storm Water Consultant.

e. Failure to comply with the bid requirements of Paragraph 20.a.: \$50 per each affected Listed Contractor or Storm Water 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 <sup>st</sup> through 30 <sup>th</sup> days	\$100 per day
31 <sup>st</sup> through 60 <sup>th</sup> days	\$250 per day
61 <sup>st</sup> 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 Storm Water 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 Storm Water Consultants: \$50 per each affected Listed Contractor or Storm Water 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 <sup>st</sup> through 14 <sup>th</sup> days	\$250 per day
15 <sup>th</sup> through 30 <sup>th</sup> days	\$500 per day
31 <sup>st</sup> 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) 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).

(i) All payments of stipulated penalties owed to the Federal Plaintiff shall be made by EFT to the United States Department of Justice lockbox bank referencing DOJ case number 90-5-1-1-08059 and the civil action number. Payment shall be made in accordance with the instructions provided by the United States upon entry of the Decree. Any EFTs received at the United States Department of Justice lockbox bank after 11:00 a.m. (Eastern Time) will be

credited on the next Business Day. After payment, Builder shall mail a cover letter specifying the amount and date of payment, civil action number, DOJ case number 90-5-1-1-08059 and a reference to the demand letter, to the United States in accordance with Section XIII (Notices).

(ii) All payments of stipulated penalties owed to a State Plaintiff shall be made in the manner described below. Each payment shall be accompanied by a transmittal letter specifying the amount and date of payment, civil action number, DOJ case number 90-5-1-1-08059 and a reference to the demand letter.

(A) Payment of stipulated penalties due the State of Colorado shall be made by check made out to the Colorado Department of Public Health and Environment and mailed to:

Enforcement Work Group 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 OECA addressee and the State of Colorado in accordance with Section XIII (Notices).

(B) Payment of stipulated penalties due 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 the OECA

addressee and the State of Maryland in accordance with Section XIII  
(Notices).

(C) Payment of stipulated penalties due the State of Missouri  
shall be made by certified check made out to the State of Missouri and  
mailed to:

JoAnn Horvath  
Collections Specialist  
Office of the Attorney General  
P.O. Box 899  
Jefferson City, MO 65102-0899

Builder shall send a copy of the check and cover letter to the OECA  
addressee and the State of Missouri in accordance with Section XIII  
(Notices).

(D) Payment of stipulated penalties due the State of Nevada  
shall be made by check made out to NDEP and mailed to:

NDEP Water Pollution Control  
c/o Cliff Larson, Suite 3003  
901 South Stewart Street  
Carson City, NV 89701

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

(E) Payment of stipulated penalties due the State of Tennessee  
shall be made by check made out to The State of Tennessee referencing  
the case name and civil action number, and mailed to:

Elizabeth P. McCarter  
Office of the Tennessee Attorney General  
Environmental Division  
P.O. Box 20207  
Nashville, TN 37202

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Tennessee in accordance with Section XIII (Notices).

(F) Payment of stipulated penalties due the State of Utah shall be made by check made out to Utah Division of Water Quality and sent by overnight courier to:

Attn: Walt Baker  
Utah Division of Water Quality, Third Floor  
288 North 1460 West  
Salt Lake City, UT 84116

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Utah in accordance with Section XIII (Notices).

(G) Payment of stipulated penalties due 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 VA Stormwater Management Fund," and mailed to:

Joseph H. Maroon  
Director  
Commonwealth of Virginia  
Department of Conservation and Recreation  
203 Governor Street, Suite 302  
Richmond, VA 23219

Builder shall send a copy of the check, money order or cashier's check and cover letter to the OECA addressee and the Commonwealth of Virginia in

accordance with Section XIII (Notices).

c. State Plaintiffs 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 their state and are discovered by Plaintiffs. State Plaintiffs shall receive 50% of the stipulated penalties collected for violations of subparagraph 29.a. that are attributable to violations occurring in their 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 61<sup>st</sup> 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 31<sup>st</sup> 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 OECA 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 Storm Water 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 Storm Water 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 23, 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 Storm Water 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 storm water. 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. 90-5-1-1-08059

and

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

For Force Majeure and Modification Purposes Only:

Everett Volk  
U.S. EPA  
Mail Code 2243A  
1200 Pennsylvania Ave, NW  
Washington, DC 20460-0001  
202-564-2828  
202-564-0018 (fax)  
volk.everett@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, CO 80246-1530



To the State of Maryland:

Principal Counsel  
Office of the Attorney General  
Maryland Department of the Environment  
1800 Washington Boulevard  
Baltimore, MD 21230

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

To the State of Missouri:

Kevin Mohammadi  
MO Dept. Natural Resources  
Water Protection Program  
1101 Riverside Drive  
Jefferson City, MO 65102

To the State of Nevada:

Janet Hess, Deputy Attorney General  
State of Nevada  
100 N. Carson Street  
Carson City, NV 89701-4717

To the State of Tennessee:

Elizabeth P. McCarter  
Office of the Tennessee Attorney General  
Environmental Division  
P. O. Box 20207  
Nashville, TN 37202

E. Joseph Sanders  
General Counsel  
Tennessee Department of Environment and Conservation  
20th Floor, L&C Tower  
401 Church Street  
Nashville, TN 37243

To the State of Utah:

Laura Lockhart  
160 East 300 South  
5th Floor  
P.O. Box 140873  
Salt Lake City, UT 84114-0873

To the Commonwealth of Virginia:

Joseph H. Maroon  
Director  
Commonwealth of Virginia  
Department of Conservation and Recreation  
203 Governor Street, Suite 302  
Richmond, VA 23219

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

To Builder:

Joel S. Reed  
Vice President - Regulatory Compliance  
Centex Homes (Corporate)  
3780 Mansell Road, Suite 300  
Alpharetta, GA 30022

Don Westfall  
Sr. Vice President  
& General Counsel  
Centex Homes  
2728 N. Harwood  
Dallas, TX 75201

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 tests in Appendix J for purposes of improving the test (“Minor Appendix Modification”). Builder may begin using a modified Appendix after submitting it to the OECA 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 60<sup>th</sup> 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 OECA 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: Instructions for Storm Water Plan Preparation

Appendix C: Pre-Construction Inspection and Review Form

Appendix D: Site Inspection Report (for States with Delegated Local Inspection or Enforcement Authority)

Site Inspection Report (for States without Delegated Local Inspection or Enforcement Authority)

Appendix E: Quarterly Compliance Inspection (for States with Delegated Local Inspection or Enforcement Authority)

Quarterly Compliance Inspection (for States without Delegated Local Inspection or Enforcement Authority)

Appendix F: Division Wide Summary Report

Appendix G: National Compliance Summary Report

Appendix H: Training Program Syllabus

Appendix I: Training Program Syllabus

Appendix J: Training Exam

Appendix K: Listed Contractors

Appendix L: List of Contractor Do's 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 State of Colorado, the State of Maryland, the State of Missouri, the State of Nevada, the State of Tennessee, the State of Utah, 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 \_\_\_\_\_,  
2008

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UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R.

§ 50.7.

FOR THE UNITED STATES OF AMERICA:

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RONALD J. TENPAS  
Assistant Attorney General  
Environment and Natural Resources Division  
United States Department of Justice  
950 Pennsylvania Ave., NW  
Room 2603  
Washington, DC 20530  
202-514-2701  
202-514-0557 (fax)  
Ronald.Tenpas@usdoj.gov

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GERARD MENE  
Assistant U.S. Attorney  
2100 Jamieson Avenue  
Alexandria, Virginia 22314  
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703-299-3983 (fax)  
Gerard.Mene@usdoj.gov

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R.

§ 50.7.

FOR THE UNITED STATES (Continued):

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GRANTA Y. NAKAYAMA  
Assistant Administrator  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW  
Suite 3204  
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202-564-2440  
202-501-3842 (fax)  
nakayama.grant@epa.gov

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EVERETT E. VOLK  
Office of Enforcement and Compliance Assurance  
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1200 Pennsylvania Ave., NW  
MC 2243A Room 3120  
Washington, DC 20460  
202-564-2828  
202-564-0018 (fax)  
volk.everett@epa.gov

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R.

§ 50.7.

FOR THE UNITED STATES (Continued):

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WAYNE NASTRI  
Regional Administrator  
U.S. Environmental Protection Agency, Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
415-947-8702  
415-947-3588 (fax)  
nastri.wayne@epa.gov

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R.

§ 50.7.

FOR THE UNITED STATES (Continued):

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DONALD S. WELSH  
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U.S. Environmental Protection Agency, Region III  
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215-814-2901 (fax)  
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WILLIAM C. EARLY  
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215-814-2626  
215-814-2603 (fax)  
early.william@epa.gov

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R.

§ 50.7.

FOR THE STATE OF COLORADO:

JOHN W. SUTHERS  
Attorney General of Colorado

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Environmental Quality Unit  
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WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R.

§ 50.7.

FOR THE STATE OF MARYLAND:

DOUGLAS F. GANSLER  
Attorney General of Maryland

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WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R.

§ 50.7.

FOR THE STATE OF MISSOURI:

JEREMIAH W. (JAY) NIXON  
Attorney General

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WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R.

§ 50.7.

FOR THE STATE OF NEVADA:

CATHERINE CORTEZ MASTO  
Attorney General of Nevada

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jhess@ag.nv.gov

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R.

§ 50.7.

FOR THE STATE OF TENNESSEE:

ROBERT E. COOPER, JR.  
Attorney General of Tennessee

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WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R.

§ 50.7.

FOR THE STATE OF UTAH:

MARK SHURTLEFF  
Utah Attorney General

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llockhart@utah.gov

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership, subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE COMMONWEALTH OF VIRGINIA:

ROBERT F. McDONNELL  
Attorney General  
Commonwealth of Virginia

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WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. Centex Homes, a Nevada general partnership.

FOR CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP:

By: Centex Real Estate Corporation,  
a Nevada corporation,  
its managing general partner

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SCOTT RICHTER  
Executive Vice President - Operations Support

---

JAMES B. HARRIS  
Thompson & Knight L.L.P  
Attorney for Centex Homes, a Nevada General Partnership  
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# **CENTEX HOMES**

## **Appendix A**

### Site List

Site Name	Name of Permit Holder	Site Location (including County/State)	Date PCIR Form Signed	Estimated Number of Acres to be Disturbed	Date NOT Signed (if applicable)

Number of sites owned or operated by an entity in which Centex Homes has an interest other than a wholly-owned interest: \_\_\_\_\_



## Project List

Project Name	Project Location

# **CENTEX HOMES**

## **Appendix B**

## INSTRUCTIONS FOR STORM WATER PLAN PREPARATION

These guidelines are intended to aid division personnel in contracting for consulting services for the preparation of Storm Water Plans (SWPs). They are also intended to act as a checklist by which consultants and Centex personnel can define the scope of work expected. These instructions must be provided to the SWP preparer.

### Abbreviations

EPA	U.S. Environmental Protection Agency
NPDES	National Pollutant Discharge Elimination System
SWP	Storm Water Plan
NOI	Notice of Intent
NOT	Notice of Termination
MS4	A municipal separate storm water collection system
BMP	Best Management Practice

### Performance Guidelines

There are three performance guidelines to which SWPs should conform:

1. **Meet legal requirements.** The SWP must satisfy both the regulatory requirements set forth in the Applicable Permit and the requirements of the Consent Decree.
  - a. **Regulatory Requirements.** In states where the Federal EPA has delegated to the state the responsibility to enforce the requirements of the federal Clean Water Act NPDES permitting program, the relevant “regulatory requirements” are set forth in the state's NPDES permit (general or individual) that applies to the particular site. In states where EPA has retained administrative control over the Clean Water Act NPDES permitting program, the relevant “regulatory requirements” are set forth in the “National Pollution Discharge Elimination System (NPDES) General Permit for Discharge from Large and Small Construction Activities” or any individual NPDES permit that applies to the particular site.
  - b. **Consent Decree Requirements.** Preparation of the SWP shall also be guided by the requirements of Paragraph 11(c) of the 2008 Consent Decree entered in United States of America et al v. Centex Homes. Paragraph 11(c) of the Consent Decree requires that each SWP:
    - (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.

The SWP should include a statement by the SWP preparer that the development of the SWP was guided by the requirements of Paragraph 11(c) of the Consent Decree.

2. **Be easy to follow and implement.** Although it is important that the SWP be easy for state or federal inspectors to follow and understand, it is equally or more important that the SWP be written in such a manner that it is easy for Centex operational personnel to understand and implement. The SWP should not be prepared in a vacuum by the drafter, but should reflect discussions and agreements that have been made between the preparer and Centex operational personnel. These discussions and agreements should include such things as construction sequencing and types of Best Management Practices (BMPs) that each individual Centex division feels are the most cost effective and easiest to maintain.
3. **Be efficient.** There are many ways in which the reduction of pollutants from storm water discharges can be achieved. It is the goal of Centex to do so in the most efficient and affordable manner. When analyzing affordability, maintenance costs must be considered with installation and material costs to determine the proper solution for each situation.

### **Contents of the SWP (Checklist)**

Check the Applicable Permit to see which of the following are required. If they are, they should be included in the SWP :

#### **I. A Copy of the NOI and Other Storm Water Related Permits That Are Required for the Site**

Copies of any federal, state or local storm water related permits should also be included. Careful consideration should be given to ensuring that all relevant permits have been or will be obtained, including whether there are any contractors or subcontractors that need separate storm water permits.

#### **II. Storm Water Pollution Prevention Plan (SWP) Certification**

Refer to the Applicable Permit for SWP certification requirements. The Applicable Permit may require that the SWP be:

- a) Signed by the owner of the site;
- b) Signed by the operator of the site; or
- c) Signed by the person who is responsible for the preparation of the SWP.

The Applicable Permit may also include a requirement to maintain a log to record all amendments to the SWP and corresponding certifications.

An example of a Title Block for SWP certification is shown below:

CENTEX HOMES,  
a Nevada general partnership

By: Centex Real Estate Corporation,  
a Nevada corporation, its managing partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### **III. Contact Information**

The SWP should include the names, phone numbers and a description of the duties for each person who is responsible for ensuring compliance with storm water requirements at a particular site.

The Consent Decree requires each SWP to include the name of the Site Storm Water Compliance Representative and Division Storm Water Compliance Representative.

### **IV. Notice and Recordkeeping**

- a) Posting NOI. The SWP should set forth the locations where the NOI is to be posted.
- b) Location of SWP and Inspection Reports. The SWP should set forth where the SWP and related records, including Inspection Reports, should be maintained.
- c) Retention of Records. The SWP should set forth the retention requirements for the SWP and site related storm water documents.

### **V. Responsibilities of Owners and Operators**

A list of activities that must be completed by the owner(s) or operator(s) and who is responsible for each activity.

### **VI. Definition of Area**

- a) Site name and address (including county or governmental subdivision) or other available location information, including any location information required by the Applicable Permit or NOI.
- b) Name of any water of the United States or MS4 into which the site discharges storm water.

- c) Name of the agency or agencies that have jurisdictional authority for storm water pollution prevention.
- d) The function of the site (i.e., single family detached residential, townhouse, condo development).
- e) A description of any other activities such as dedicated crusher plants, asphalt plants, equipment staging areas, or material storage areas that may operate on the site.
- f) Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities, including off-site borrow pits and fill areas.
- g) A general location map (e.g., USGS quadrangle map, a portion of a city or county map or other map with enough detail to show the location of the construction site and waters of the United States within one mile of the site).

## **VII. Site Plan and BMP Map**

- a) Direction of storm water flow and approximate slopes anticipated after major grading activities.
- b) Areas of soil disturbance and areas that will not be disturbed.
- c) Locations of major structural and non-structural BMPs.
- d) Locations where stabilization practices are expected to occur.
- e) Locations of off-site material, waste, borrow or equipment storage areas.
- f) Locations of all waters of the United States required to be mapped under the Applicable Permit.
- g) Locations on the site, if applicable, where storm water discharges to waters of the United States.
- h) Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.

## **VIII. Endangered and Threatened Species and Critical Habitat Protection**

## **IX. Historic Properties Protection**

## **X. Statement and Description of Storm Water Discharge Management Controls to Reduce Pollutants**

- a) A description of all pollutant control measures (i.e. BMP's) that will be implemented as part of the construction activity to control pollutants in storm water discharges. Each major activity in the site construction process should be clearly defined and the BMPs related to that activity should be listed.
- b) A description of interim and permanent stabilization practices for the site, including a schedule of when the practices will be implemented.
- c) Dates when major grading activities occur.

- d) Dates when construction activities temporarily or permanently cease on a portion of the site.
- e) Dates when stabilization measures are initiated.
- f) A description of structural practices to divert flows from exposed soils, retain/detain flows or otherwise limit runoff and/or the discharge of pollutants from exposed areas of the site.
- g) A description of all post-construction storm water management measures that will be installed during the construction process to control pollutants in storm water discharges after construction operations have been completed.
- h) A description of the measures to prevent the discharge of solid materials, including building materials, to the waters of the United States.
- i) A description of the measures to minimize, to the extent practicable, off-site vehicle tracking of sediments onto paved surfaces and the generation of dust.
- j) A description of controls and measures that will be implemented to control the storm water discharges from on-site crusher and asphalt plants.

**XI. Description of Non-Storm Water Discharge Management Controls to Reduce Pollutants**

- a) Discharges from fire fighting activities.
- b) Fire hydrant flushing.
- c) Waters used to wash vehicles where detergents are not used.
- d) Water used to control dust.
- e) Water used to flush waterlines and wash down buildings.
- f) Air conditioning condensate.
- g) Uncontaminated spring water, groundwater and discharges from foundation drains.
- h) Uncontaminated excavation dewatering.
- i) Landscape irrigation.

**XII. Procedures for Dealing with Spills, and Releases in Excess of Mandated Reportable Quantities**

- a) A list of emergency contact numbers.
- b) A table listing types of listed materials expected to be on site and the reportable quantity of each.
- c) Procedures for dealing with and reporting spills and releases.

**XIII. Maintenance of Storm Water Discharge Management Controls**

A description of the maintenance requirements for the BMP's that are installed.

**XIV. Inspections**

- a) Frequency of inspection.
- b) Standardized forms for inspection reports.

**XV. Procedures for Updating and Modifying the SWP**

- a) A statement explaining when the SWP must be amended.
- b) A statement of the procedure that should be followed to update and modify the SWP.

**XVI. Notice of Termination**

- a) When a NOT is filed.
- b) Procedure for filing a NOT.



# **CENTEX HOMES**

## **Appendix C**

# Pre-Construction Inspection and Review Form

Site name: \_\_\_\_\_ Permittee: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

Site Storm Water Compliance Representative: \_\_\_\_\_

Division: \_\_\_\_\_ Division Storm Water 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 storm water plans, including erosion and sediment control plans, for this Site, check the plans for consistency.					
Storm Water 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 Storm Water Compliance Representative reviewed the SWP?					
8. Does the SWP identify the stages of construction and the storm water 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 the National SWP Criteria attached as Appendix B to the Decree?					
Site Status	Yes	No	N/A	Deficiency Identified	Date Fixed
11. Has the Site Storm Water Compliance Representative(s) received training?					
12. Are storm water controls called for in the current phase of construction properly located and installed?					
13. As applicable, do the installed storm water controls appear to be working properly and are they appropriate for existing conditions at the Site?					

*A Storm Water 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 and Title Signature Date

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

# **CENTEX HOMES**

## **Appendix D**

FOR STATES THAT HAVE DELEGATED ANY INSPECTION OR ENFORCEMENT AUTHORITY  
UNDER AN APPLICABLE PERMIT TO A LOCAL ADMINISTRATIVE OR GOVERNMENTAL BODY

# Site Inspection Report

Site name: \_\_\_\_\_ Permittee: \_\_\_\_\_

Division: \_\_\_\_\_ Inspection date: \_\_\_\_\_ Inspector: \_\_\_\_\_

Weather conditions (circle one):      Dry                      Rain                      Snow                      Icy  
 Inspection type (circle one):          Regular                  Precipitation          Quarterly                  Final

General	Yes	No	N/A	Responsive Action Log Reference #
A. Is the Storm Water 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 Centex received notice of a federal, state or local inspection evaluating compliance with the Applicable Permit?				
E. Was the Site Inspection Report for the last inspection signed by the Site Storm Water 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 why not 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. Are exit/entrance controls properly located and in working condition, with no repairs necessary?				
J. Are exposed areas stabilized as required?				
K. Are stockpiles located and stabilized as required?				
L. Are other BMPs properly located, in working condition, and no repairs necessary?				
M. Are washouts properly located, in working condition, and no repairs necessary?				
N. Are hazardous materials managed as required?				
O. Are trash, construction debris, and other solid wastes managed as required?				
P. Are portable toilets provided and properly located?				
Q. Are the Site Storm Water BMPs and the SWP consistent with each other?				

*Please note that this form must be kept with the Storm Water Plan (“SWP”).*

---

Name and Title of Inspector	Signature of Inspector	Date
-----------------------------	------------------------	------

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

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Name and Title of Certifying Party	Signature	Date
------------------------------------	-----------	------

*If a Storm Water Consultant 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
---	-----------	------

*Please note that this form must be kept with the Storm Water 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.
- Only the Site Storm Water Compliance Representative or his/her Designee, including a Storm Water Consultant, is permitted to undertake the inspection required by this form. If you are not this person, you must contact the Division Storm Water Compliance Representative immediately.
- 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 Storm Water Requirements. A Responsive Action is an action taken to address an Action Item or to achieve or maintain compliance with Storm Water 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 prior Responsive Action Log that the Responsive Action has been carried forward. **Do not leave any blanks in a prior Responsive Action Log.**
- 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 check “No” for any question (other than Question C), you must provide a reference number under the “Responsive Action Log Reference #” column for each Action Item identified. Reference numbers have a letter and a number. The first character matches the letter designation of the applicable question. The second character is numerical starting with number 1. Responsive Action reference numbers shall be successive thereafter as to the numerical portion, for example, F-1, F-2, F-3, . . . , G-1, G-2, . . . , H1, I1, etc.
- You must sign and date the completed Site Inspection Form. If you are a Storm Water Consultant or a Designee for the Site Storm Water Compliance Representative and you complete this form, the Site Storm Water Compliance Representative must review and sign the completed form as well.
- A copy of each completed Site Inspection Report and Responsive Action Log must be kept with the SWP.

- At the conclusion of the Site Inspection, send a copy of the Site Inspection Report and Responsive Action Log to the Division Storm Water Compliance Representative at the Division Office.
- 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 Centex's 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. Circle the appropriate description that best describes current weather conditions.
  - ✓ Type of Inspection. Circle the inspection type that represents the purpose of the inspection. Only one inspection type may be circled. 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 rainfall 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 Storm Water 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 Storm Water 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 Storm Water Compliance Representative are located in a conspicuous place on Site and are correct and legible.



- D. **Since the last site inspection, has Centex received notice of a federal, state or local inspection evaluating compliance with the Applicable Permit (i.e., the NPDES or State equivalent storm water permit)?** The notice contemplated by this question is written notice from a federal, state, or local entity regarding a storm water inspection evaluating compliance with the Applicable Permit (i.e., the NPDES or State equivalent storm water 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, Centex 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 alleged violations based on the federal, state, or local inspection, whether or not Centex intends to challenge the alleged violations.
- E. **Was the Site Inspection Report for the last inspection signed by the Site Storm Water 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 by the person undertaking that inspection, whether that person was the Storm Water Consultant Designee or the Site Storm Water Compliance Representative. You must also verify the Site Storm Water Compliance Representative reviewed and signed the form if the Storm Water Consultant Designee conducted the Site Inspection.
- F. **Have Action Items from last Site Inspection been addressed? If not, describe why not 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 our response to date satisfies applicable permit requirements. **Do not leave any blanks in a prior Responsive Action Log.**
- **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. **Are exit/entrance controls properly located 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 as required?** - 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 as required?** - You must verify that stockpiles 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 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 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 as required?** - 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 as required?** - 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. **Are portable toilets provided and properly located?** - You must verify that portable toilets are provided and 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 Storm Water 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 first page 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 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.
- You must record the date the Action Item was first identified in the “Date Noted” column.
- The date recorded for a Responsive Action under the “Date Noted” 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 Storm Water Compliance Representative or the Storm Water Consultant Designee is responsible for recording and initialing the date each Responsive Action is completed. If the Site Storm Water Compliance Representative or the Storm Water 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 Storm Water Compliance Representative or the Storm Water Consultant Designee must confirm that the Responsive Action has been completed and record the date the Responsive Action was completed by the Contractor.

# **CENTEX HOMES**

## **Appendix D**

FOR STATES THAT HAVE NOT DELEGATED ANY INSPECTION OR ENFORCEMENT AUTHORITY  
UNDER AN APPLICABLE PERMIT TO A LOCAL ADMINISTRATIVE OR GOVERNMENTAL BODY

# Site Inspection Report

Site name: \_\_\_\_\_ Permittee: \_\_\_\_\_

Division: \_\_\_\_\_ Inspection date: \_\_\_\_\_ Inspector: \_\_\_\_\_

Weather conditions (circle one):      Dry                      Rain                      Snow                      Icy  
 Inspection type (circle one):          Regular                  Precipitation          Quarterly                  Final

General	Yes	No	N/A	Responsive Action Log Reference #
A. Is the Storm Water 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 Centex received 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 Storm Water 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 why not 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. Are exit/entrance controls properly located and in working condition, with no repairs necessary?				
J. Are exposed areas stabilized as required?				
K. Are stockpiles located and stabilized as required?				
L. Are other BMPs properly located, in working condition, and no repairs necessary?				
M. Are washouts properly located, in working condition, and no repairs necessary?				
N. Are hazardous materials managed as required?				
O. Are trash, construction debris, and other solid wastes managed as required?				
P. Are portable toilets provided and properly located?				
Q. Are the Site Storm Water BMPs and the SWP consistent with each other?				

*Please note that this form must be kept with the Storm Water Plan (“SWP”).*

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Name and Title of Inspector	Signature of Inspector	Date
-----------------------------	------------------------	------

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

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

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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").*



# 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.
- Only the Site Storm Water Compliance Representative or his/her Designee, including a Storm Water Consultant, is permitted to undertake the inspection required by this form. If you are not this person, you must contact the Division Storm Water Compliance Representative immediately.
- 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 Storm Water Requirements. A Responsive Action is an action taken to address an Action Item or to achieve or maintain compliance with Storm Water 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 prior Responsive Action Log that the Responsive Action has been carried forward. **Do not leave any blanks in a prior Responsive Action Log.**
- 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 check “No” for any question (other than Question C), you must provide a reference number under the “Responsive Action Log Reference #” column for each Action Item identified. Reference numbers have a letter and a number. The first character matches the letter designation of the applicable question. The second character is numerical starting with number 1. Responsive Action reference numbers shall be successive thereafter as to the numerical portion, for example, F-1, F-2, F-3, . . . , G-1, G-2, . . . , H1, I1, etc.
- You must sign and date the completed Site Inspection Form. If you are a Storm Water Consultant or a Designee for the Site Storm Water Compliance Representative and you complete this form, the Site Storm Water Compliance Representative must review and sign the completed form as well.
- A copy of each completed Site Inspection Report and Responsive Action Log must be kept with the SWP.



- At the conclusion of the Site Inspection, send a copy of the Site Inspection Report and Responsive Action Log to the Division Storm Water Compliance Representative at the Division Office.
- 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 Centex's 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. Circle the appropriate description that best describes current weather conditions.
  - ✓ Type of Inspection. Circle the inspection type that represents the purpose of the inspection. Only one inspection type may be circled. 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 rainfall 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 Storm Water 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 Storm Water 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 Storm Water Compliance Representative are located in a conspicuous place on Site and are correct and legible.

- D. **Since the last site inspection, has Centex received notice of a federal or state inspection evaluating compliance with the Applicable Permit (i.e., the NPDES or State equivalent storm water permit)?** The notice contemplated by this question is written notice from a federal or state entity regarding a storm water inspection evaluating compliance with the Applicable Permit (i.e., the NPDES or State equivalent storm water 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, Centex has received written notice of a federal or state 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 alleged violations based on the federal or state inspection, whether or not Centex intends to challenge the alleged violations.
- E. **Was the Site Inspection Report for the last inspection signed by the Site Storm Water 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 by the person undertaking that inspection, whether that person was the Storm Water Consultant Designee or the Site Storm Water Compliance Representative. You must also verify the Site Storm Water Compliance Representative reviewed and signed the form if the Storm Water Consultant Designee conducted the Site Inspection.
- F. **Have Action Items from last Site Inspection been addressed? If not, describe why not 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 our response to date satisfies applicable permit requirements. **Do not leave any blanks in a prior Responsive Action Log.**
- **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. **Are exit/entrance controls properly located 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 as required?** - 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 as required?** - You must verify that stockpiles 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 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 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 as required?** - 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 as required?** - 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. **Are portable toilets provided and properly located?** - You must verify that portable toilets are provided and 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 Storm Water 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 first page 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 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.
- You must record the date the Action Item was first identified in the “Date Noted” column.
- The date recorded for a Responsive Action under the “Date Noted” 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 Storm Water Compliance Representative or the Storm Water Consultant Designee is responsible for recording and initialing the date each Responsive Action is completed. If the Site Storm Water Compliance Representative or the Storm Water 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 Storm Water Compliance Representative or the Storm Water Consultant Designee must confirm that the Responsive Action has been completed and record the date the Responsive Action was completed by the Contractor.

# CENTEX HOMES

## Appendix E

FOR STATES THAT HAVE DELEGATED ANY INSPECTION OR ENFORCEMENT AUTHORITY  
UNDER AN APPLICABLE PERMIT TO A LOCAL ADMINISTRATIVE OR GOVERNMENTAL BODY

# Quarterly Compliance Inspection

Site name: \_\_\_\_\_ Permittee: \_\_\_\_\_

Division: \_\_\_\_\_ Inspection date: \_\_\_\_\_ Inspector: \_\_\_\_\_

Weather conditions (circle one):            Dry                            Rain                            Snow                            Icy

Inspection type (circle one):                Regular                            Precipitation                Quarterly                            Final

*Please note that this form must be kept on-site with the Storm Water Plan ("SWP").*

General	Yes	No	N/A	Responsive Action Log Reference #
A. Is the Storm Water 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 Centex received notice of a federal, state, or local inspection evaluating compliance with the Applicable Permit?				
E. Was the Site Inspection Report for the last inspection signed by the Site Storm Water 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 why not 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. Are exit/entrance controls properly located and in working condition, with no repairs necessary?				
J. Are exposed areas stabilized as required?				
K. Are stockpiles located and stabilized as required?				
L. Are other BMPs properly located, in working condition, and no repairs necessary?				
M. Are washouts properly located, in working condition, and no repairs necessary?				
N. Are hazardous materials managed as required?				
O. Are trash, construction debris, and other solid wastes managed as required?				
P. Are portable toilets provided and properly located?				
Q. Are the Site Storm Water 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**





# Quarterly Compliance Review for ( \_\_\_\_\_/20\_\_ to \_\_\_\_\_/20\_\_ )

Site Name: \_\_\_\_\_

Division Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

Site Inspected By: \_\_\_\_\_

Division Storm Water  
Compliance Representative: \_\_\_\_\_

Site Storm Water  
Compliance Representative(s): \_\_\_\_\_

If the Division Storm Water Compliance Representative conducts the Quarterly Compliance Inspection:

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

If a Designee (e.g. a storm water consultant) conducts the Quarterly Compliance Inspection:

- The Designee must complete boxes 1 and 2 for each of the topics listed below, and
- The Division Storm Water 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 Storm Water Compliance Representatives. When the review is completed, the Division and all of the Site Storm Water Compliance Representatives must sign the form in the space provided below.

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

**B. Adequacy of the Site Storm Water Plan and Recordkeeping Procedures**

1. Are there inadequacies in the Storm Water Plan or the recordkeeping procedures? (circle one) **Y** or **N**  
If "yes," describe any inadequacies.

2. If "yes" is circled in question 1, recommended actions to address these issues include:

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

**C. Contractor Compliance with Storm Water Requirements**

1. Are there any storm water compliance issues being caused by contractors or subcontractors?  
(circle one) **Y** or **N** If "yes," what are the issues? What are the causes?

2. If "yes" is circled in question 1, recommended actions to address these issues include:

3. If "yes" is circled in question 1 and the Quarterly Compliance Inspection was conducted by a Designee, does the Division Storm Water 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? (circle one) **Y** or **N** If yes, what are the issues? What are the causes?

2. If "yes" is circled in question 1, recommended actions to address these issues include:

3. If "yes" is circled in question 1 and the Quarterly Compliance Inspection was conducted by a Designee, does the Division Storm Water 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? (circle one) **Y** or **N** If yes, what are the issues? What are the causes?

2. If "yes" is circled in question 1, recommended actions to address these issues include:

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

**Quarterly Compliance Review Summary for ( \_\_\_\_\_/20\_\_ to \_\_\_\_\_/20\_\_ )**

1. **Was there a failure to obtain coverage for this Site under an Applicable Permit prior to commencement of construction? If yes, how may 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 Storm Water Compliance Representative trained in accordance with Centex's storm water training program at the time of this Quarterly Compliance Inspection and Review?**

Yes                      No

**4. Site Inspections:**

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:**

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 Storm Water Compliance Representative must review the Quarterly Compliance Review Form with the Site Storm Water Compliance Representative(s), all of whom must sign the Quarterly Compliance Review Form.***

\_\_\_\_\_  
Name  
Division Storm Water Compliance Representative

\_\_\_\_\_  
Signature                      DATE

\_\_\_\_\_  
Name  
Site Storm Water Compliance Representative

\_\_\_\_\_  
Signature                      DATE

# CENTEX HOMES

## Appendix E

FOR STATES THAT HAVE NOT DELEGATED ANY INSPECTION OR ENFORCEMENT AUTHORITY  
UNDER AN APPLICABLE PERMIT TO A LOCAL ADMINISTRATIVE OR GOVERNMENTAL BODY

# Quarterly Compliance Inspection

Site name: \_\_\_\_\_ Permittee: \_\_\_\_\_

Division: \_\_\_\_\_ Inspection date: \_\_\_\_\_ Inspector: \_\_\_\_\_

Weather conditions (circle one):            Dry                            Rain                            Snow                            Icy

Inspection type (circle one):            Regular                            Precipitation            Quarterly                            Final

*Please note that this form must be kept on-site with the Storm Water Plan ("SWP").*

General	Yes	No	N/A	Responsive Action Log Reference #
A. Is the Storm Water 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 Centex received 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 Storm Water 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 why not 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. Are exit/entrance controls properly located and in working condition, with no repairs necessary?				
J. Are exposed areas stabilized as required?				
K. Are stockpiles located and stabilized as required?				
L. Are other BMPs properly located, in working condition, and no repairs necessary?				
M. Are washouts properly located, in working condition, and no repairs necessary?				
N. Are hazardous materials managed as required?				
O. Are trash, construction debris, and other solid wastes managed as required?				
P. Are portable toilets provided and properly located?				
Q. Are the Site Storm Water 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**





# Quarterly Compliance Review for ( \_\_\_\_\_/20\_\_ to \_\_\_\_\_/20\_\_ )

Site Name: \_\_\_\_\_

Division Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

Site Inspected By: \_\_\_\_\_

Division Storm Water  
Compliance Representative: \_\_\_\_\_

Site Storm Water  
Compliance Representative(s): \_\_\_\_\_

If the Division Storm Water Compliance Representative conducts the Quarterly Compliance Inspection:

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

If a Designee (e.g. a storm water consultant) conducts the Quarterly Compliance Inspection:

- The Designee must complete boxes 1 and 2 for each of the topics listed below, and
- The Division Storm Water 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 Storm Water Compliance Representatives. When the review is completed, the Division and all of the Site Storm Water Compliance Representatives must sign the form in the space provided below.

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

**B. Adequacy of the Site Storm Water Plan and Recordkeeping Procedures**

1. Are there inadequacies in the Storm Water Plan or the recordkeeping procedures? (circle one) **Y** or **N**  
If "yes," describe any inadequacies.

2. If "yes" is circled in question 1, recommended actions to address these issues include:

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

**C. Contractor Compliance with Storm Water Requirements**

1. Are there any storm water compliance issues being caused by contractors or subcontractors?  
(circle one) **Y** or **N** If "yes," what are the issues? What are the causes?

2. If "yes" is circled in question 1, recommended actions to address these issues include:

3. If "yes" is circled in question 1 and the Quarterly Compliance Inspection was conducted by a Designee, does the Division Storm Water 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? (circle one) **Y** or **N** If yes, what are the issues? What are the causes?

2. If "yes" is circled in question 1, recommended actions to address these issues include:

3. If "yes" is circled in question 1 and the Quarterly Compliance Inspection was conducted by a Designee, does the Division Storm Water 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? (circle one) **Y** or **N** If yes, what are the issues? What are the causes?

2. If "yes" is circled in question 1, recommended actions to address these issues include:

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

**Quarterly Compliance Review Summary for ( \_\_\_\_\_/20\_\_ to \_\_\_\_\_/20\_\_ )**

1. **Was there a failure to obtain coverage for this Site under an Applicable Permit prior to commencement of construction? If yes, how may 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 Storm Water Compliance Representative trained in accordance with Centex's storm water training program at the time of this Quarterly Compliance Inspection and Review?**

Yes                      No

**4. Site Inspections:**

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:**

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 Storm Water Compliance Representative must review the Quarterly Compliance Review Form with the Site Storm Water Compliance Representative(s), all of whom must sign the Quarterly Compliance Review Form.***

\_\_\_\_\_  
Name  
Division Storm Water Compliance Representative

\_\_\_\_\_  
Signature                      DATE

\_\_\_\_\_  
Name  
Site Storm Water Compliance Representative

\_\_\_\_\_  
Signature                      DATE

# **CENTEX HOMES**

## **Appendix F**

# Division Wide 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 Wide Summary Report and prior to obtaining coverage under an Applicable Permit?	If this is the first Division Wide 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 Storm Water Compliance Representative at the time of the Quarterly Inspection?
			# required Site Inspections	# missed Site Inspections	% missed Site Inspections		# required Quarterly Inspections	# missed Quarterly Reviews	
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; AND (3) THE NATIONAL STORM WATER COMPLIANCE REPRESENTATIVE.**

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

Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# CENTEX HOMES

## Appendix G

# 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

\_\_\_\_\_ 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

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

\_\_\_\_\_ Number of Division Wide Compliance Summary Reports prepared 1-7 days after deadline

\_\_\_\_\_ Number of Division Wide Compliance Summary Reports prepared 8-30 days after deadline

\_\_\_\_\_ Number of Division Wide Compliance Summary Reports prepared 31-90 days after deadline

\_\_\_\_\_ Number of failures to have a Storm Water Trained Site Storm Water 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 CENTEX STORM WATER 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 Storm Water Compliance Representative	Signature	Date
---	-----------	------

**VI. Distribution**

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

- (1) The President, CEO or COO of Centex Homes;
- (2) All Division Presidents;
- (3) All Division Storm Water Compliance Representatives;
- (4) The Federal Plaintiff (as provided in Paragraphs 17, 27 and 63 of the Consent Decree ; and
- (5) The States of Colorado, Maryland, Missouri, Nevada, Tennessee, Utah and the Commonwealth of Virginia, as provided in Paragraphs 17 and 63 of the Consent Decree.

# **CENTEX HOMES**

## **Appendix H**

## Training Program Syllabus

### INTRODUCTORY TRAINING

- Given to: Division Storm Water Compliance Representatives, Site Storm Water Representatives, and any Centex Homes employee who primarily and directly supervises (or who primarily and directly assist in the supervision of) construction activity in the field.
- Contents: The Storm Water Compliance Representative training class shall consist of the topics listed below.<sup>1</sup>
- Introduction to the Centex Storm Water Compliance Policy (including Consent Decree) (20 minutes)
  - Introduction to Storm Water regulations and the State General Permit (20 minutes)
  - Types of permits required for storm water pollution prevention (20 minutes)
    - State
    - County
    - Special District
    - Local
  - Completing the NOI and other filing requirements (15 minutes)
  - Centex Instructions for Storm Water Plan Preparation and Contents of the Storm Water Plan (30 minutes)
    - Certificates required as part of the Storm Water Plan
    - Maps/Erosion Control Plans required
    - Dealing with multiple requirements from state and local agencies
    - Storm water runoff controls
      - Types of pollutants

---

<sup>1</sup> The projected timeframes for each topic in this syllabus are based on the approximate time needed to cover each topic in a live classroom setting. Actual times will vary due to numerous factors, including the size and nature of the audience. If a module is presented online, the projected time should be reduced by two-thirds.

- Types of Best Management Practices (BMPs) and details of each
    - Descriptions of Best Management Practices (BMPs) that are to be installed during each phase of construction
  - Non-storm water pollutants
    - Types of pollutants, procedures for management of non-storm water pollutants
  - Dealing with on-site batch plant and manufacturing operations
- Mandatory reportable quantities of pollutant release and procedures for dealing with pollutant releases (5 minutes)
- Spill Prevention Control and Countermeasures Plans (5 minutes)
- Inspection requirements (60 minutes)
  - Required forms
  - Required signatures
  - Correction time requirements and Responsive Action logs
  - Quarterly Compliance Inspection
- Examples of acceptable and unacceptable BMP installation and maintenance (30 minutes)
- Dealing with Contractors (20 minutes)
- Updating and maintaining the storm water plan and maps (45 minutes)
- Records organization and maintenance (30 minutes)
- Site posting requirements (10 minutes)
- Final stabilization and turn over of the site (15 minutes)
- Completing and filing the NOT (5 minutes)

For Storm Water Compliance Representatives Only: Exam (30 minutes)

When Given:            Annually

Format:                 6 hour training session with an exam.

Certificate Issued: Passing the course will result in certification as Storm Water Trained. Certification is valid for 15 months and shall be renewed annually through completion of a refresher course and exam.

## **REFRESHER TRAINING**

Contents:

- Centex Storm Water Compliance Policy, Storm Water Regulation, and Permits Required for Storm Water Pollution Prevention (10 minutes)
- Filing Requirements, SWP Preparation/Contents, and Updating the SWP and Maps (15 minutes)
- Inspections, Inspection requirements, and Records Maintenance (10 minutes)
- BMP Installation and Maintenance (10 minutes)
- Dealing with Contractors (5 minutes)
- Lessons Learned (10 minutes)

Format: 1 hour online training session with an exam for Storm Water Compliance Representatives

Certificate Issued: Passing the course will result in maintenance of certification as Storm Water Trained for 15 months.

# **CENTEX HOMES**

## **Appendix I**

## Training Program Syllabus

### INTRODUCTORY TRAINING

- Given to: Division Storm Water Compliance Representatives, Site Storm Water Representatives, and any Centex Homes employee who primarily and directly supervises (or who primarily and directly assist in the supervision of) construction activity in the field.
- Contents: The Storm Water Compliance Representative training class shall consist of the topics listed below.<sup>1</sup>
- Introduction to the Centex Storm Water Compliance Policy (including Consent Decree) (20 minutes)
  - Introduction to Storm Water regulations and the State General Permit (20 minutes)
  - Types of permits required for storm water pollution prevention (20 minutes)
    - State
    - County
    - Special District
    - Local
  - Completing the NOI and other filing requirements (15 minutes)
  - Centex Instructions for Storm Water Plan Preparation and Contents of the Storm Water Plan (30 minutes)
    - Certificates required as part of the Storm Water Plan
    - Maps/Erosion Control Plans required
    - Dealing with multiple requirements from state and local agencies
    - Storm water runoff controls
      - Types of pollutants

---

<sup>1</sup> The projected timeframes for each topic in this syllabus are based on the approximate time needed to cover each topic in a live classroom setting. Actual times will vary due to numerous factors, including the size and nature of the audience. If a module is presented online, the projected time should be reduced by two-thirds.

- Types of Best Management Practices (BMPs) and details of each
    - Descriptions of Best Management Practices (BMPs) that are to be installed during each phase of construction
  - Non-storm water pollutants
    - Types of pollutants, procedures for management of non-storm water pollutants
  - Dealing with on-site batch plant and manufacturing operations
- Mandatory reportable quantities of pollutant release and procedures for dealing with pollutant releases (5 minutes)
- Spill Prevention Control and Countermeasures Plans (5 minutes)
- Inspection requirements (60 minutes)
  - Required forms
  - Required signatures
  - Correction time requirements and Responsive Action logs
  - Quarterly Compliance Inspection
- Examples of acceptable and unacceptable BMP installation and maintenance (30 minutes)
- Dealing with Contractors (20 minutes)
- Updating and maintaining the storm water plan and maps (45 minutes)
- Records organization and maintenance (30 minutes)
- Site posting requirements (10 minutes)
- Final stabilization and turn over of the site (15 minutes)
- Completing and filing the NOT (5 minutes)

For Storm Water Compliance Representatives Only: Exam (30 minutes)

When Given:            Annually

Format:                 6 hour training session with an exam.



Certificate Issued: Passing the course will result in certification as Storm Water Trained. Certification is valid for 15 months and shall be renewed annually through completion of a refresher course and exam.

## **REFRESHER TRAINING**

Contents:

- Centex Storm Water Compliance Policy, Storm Water Regulation, and Permits Required for Storm Water Pollution Prevention (10 minutes)
- Filing Requirements, SWP Preparation/Contents, and Updating the SWP and Maps (15 minutes)
- Inspections, Inspection requirements, and Records Maintenance (10 minutes)
- BMP Installation and Maintenance (10 minutes)
- Dealing with Contractors (5 minutes)
- Lessons Learned (10 minutes)

Format: 1 hour online training session with an exam for Storm Water Compliance Representatives

Certificate Issued: Passing the course will result in maintenance of certification as Storm Water Trained for 15 months.

# **CENTEX HOMES**

## **Appendix K**

## **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 Contractors
- 6) Interior and Exterior Painting and Staining Contractors
- 7) Stucco Contractors
- 8) Landscape Installation Contractors
- 9) Framing/ Siding Contractors
- 10) Drywall Contractors
- 11) Latrine Contractors

# **CENTEX HOMES**

## **Appendix L**

## 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 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 Centex 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.

# CENTEX HOMES

## Appendix M

### List of Sites Subject to Covenant Not to Sue

The following list is intended to include all of the Sites:

- a. where based on record review conducted during Fall 2007 Plaintiffs have knowledge, through inspections conducted by Plaintiffs or Plaintiffs' consultant, responses to information requests issued by a Plaintiff 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: (i) Section 308 of the CWA or a state law equivalent to Section 308, relating to Storm Water Requirements; (ii) the prohibition in Section 301(a) of the CWA or an equivalent prohibition under state law, against discharging pollutants without an Applicable Permit; or (iii) the conditions, limitations and requirements of an Applicable Permit; or
- b. that Builder owned or operated at any time on or between September 30, 2007 and March 31, 2008.

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.

**APPENDIX M TO CONSENT DECREE  
INITIAL LIST OF SITES AS OF 03/31/2008**

Revised: 05/13/2008

Site #	Community Name	Address or Location Description	County (or City)	State
1	Anthem 10	NW corner of Gavilan Peak Pkwy and Triumph, Anthem	Maricopa	AZ
2	Anthem 41 A and B	West of Gavilan Peak Parkway and Whitman Rd., Anthem	Maricopa	AZ
3	Camden Villas	NE corner of 36th St. and Moreland St., Phoenix	Maricopa	AZ
4	Canyon Trails	17478 W. Woodland Ave; 17230 W. Lilac St.	Maricopa	AZ
5	Cibola Vista	NWC 95th Ave and Jomax Rd	Maricopa	AZ
6	Desert Oasis	NWC 163rd Ave and Jomax Rd; 16450 W. Antelope Dr.; NWC 171ST Ave & Jomax Rd; 26905 N. 175th Lane; SEC Dynamite Rd & 179th Ave	Maricopa	AZ
7	Eagle Pass	5796 N. 74th Lane, Glendale	Maricopa	AZ
8	Estrella Manor/Las Colinas	3301 S. 67th Ave., Phoenix	Maricopa	AZ
9	Fox Trail	NWC 219TH Ave & Deer Valley Rd	Maricopa	AZ
10	Laveen Farms	6846 W. Darrel Road; 75th Avenue South of Southern Ave	Maricopa	AZ
11	Sweetwater Heights	8773 W. Aster Dr.	Maricopa	AZ
12	Tierra Del Rio	107th Ave, Happy Valley Road & Hatfield Road	Maricopa	AZ
13	Verrado	Verrado Way & Thomas Rd	Maricopa	AZ
14	Westwind	SEC Palo Verde Rd and Lower Buckeye Road	Maricopa	AZ
15	Glennwilde	SWC Honeycutt Road & Porter Rd	Pinal	AZ
16	Johnson Ranch	Johnson Ranch Blvd and W/O Bella Vista	Pinal	AZ
17	Laredo Ranch	NEC Schnepf Rd and Combs Road	Pinal	AZ
18	Pecan Creek South	NEC Gantzel Rd and Combs Rd	Pinal	AZ
19	Avignon	Vineyard Avenue at Machado Place,	Alameda	CA
20	Fairfield Ranch		Chino Hills	CA
21	Riata	Southeast corner of O'hara and Brownstone Roads	Contra Costa	CA
22	Windemere (including Celamonte, Chantera, La Sera, Fioli, Oliveta, Sera Vista)	Sleeping Meadows Way; East Branch Pkwy and Windemere Pkwy	Contra Costa	CA
23	Brentridge	3632 Logan Circle	Corona	CA
24	Crescent Grove	S. of Foothill/W. of Lincoln	Corona	CA
25	Alta Mira (also known as Blackstone)	West Valley Village & Latrobe Rd	El Dorado	CA
26	Ashwood Park	SWC Dakota @ Polk	Fresno	CA
27	Falcon Ridge	SWC Hamilton @ Armstrong	Fresno	CA
28	Fancher Creek	N of Kings Canyon @ Fowler Ave East and West	Fresno	CA
29	Highland Ranch	SWC Shields @ Locan	Fresno	CA
30	Ivywood	NWC Armstrong & California	Fresno	CA
31	Lafayette Square	E Shepard Ave at Clovis	Fresno	CA
32	Maple Run	N Bryan Ave btw Shaw and Gettysburg	Fresno	CA
33	Briarwood and Fox Run (Tract 6349)	Buena Vista @ Panama	Kern	CA
34	Castalina	SEC Paladino @ Cosmo st	Kern	CA
35	Cobblestone	N SR 119 E Ashe Rd	Kern	CA
36	Eagle Crest	Rudal Rd cross Kern River	Kern	CA
37	Wild Oak (Tract 6225)	County Line Rd @ Driver Rd	Kern	CA
38	Copper Valley	SW Corner 12th @ Fargo	Kings	CA
39	Milestone	Golden Valley Road	LA	CA
40	Sterling (previously Dayton Canyon)	24000 Roscoe Blvd, Canoga Park	LA	CA
41	Stone Canyon	Padua Ave & North of Mt. Baldy	LA	CA
42	Provence (Millhouse)	Horizons Avenue and Avignon Drive	Merced	CA
43	The Preserve at SCGA	29356 Deerfield Ct.	Murrieta	CA
44	Del Rio (including Pebble, Thistle, Sage)	Riverbend Parkway and Glassell, City of Orange	Orange	CA
45	High Point Estates in Serrano Heights Phase II		Orange	CA
46	St. Anne's Place - Serrano Heights	Serrano Heights Tract 14550, Serrano Avenue	Orange	CA
47	St. John's Heights in Serrano Heights Phase I		Orange	CA
48	River Glen		Paso Robles	CA
49	3D South (including Red Hawk & Hawks Landing)	Moore Rd. & Future Hwy 65 By-pass	Placer	CA
50	Lincoln Crossing (includes Quail Creek, Montevista, Claremont, Belmont, Sky Ranch, Montevista II)	Caledon Circle & Brentford Circle; Brentford Circle S. of Ingram Slough	Placer	CA
51	West Park (Avonlea, Meadowgate, Carrington, Monument)	West Park and Fiddyment	Placer	CA
52	Whitney Ranch (including Black Oak)	Whitney Ranch & Bridlewood Dr.	Placer	CA
53	Woodcreek West, Village 11B	3700 Douglas Blvd., Suite 150, Roseville	Placer	CA
54	Orchard Ridge	Lombardi & Westfield Ave.	Porterville	CA
55	Carrington at Eastvale Downs / Crestfield at Eastvale Downs	6701 Harrison Ave, Corona	Riverside	CA
56	Creekside (including Wyndham & Park Lane)	Murrieta Hot Springs Rd and White Water, Murrieta	Riverside	CA
57	De La Rosa (also known as Merrit & Luster)	Crumpton Street at Riverside Street, Lake Elsinore	Riverside	CA
58	Heberwood Estates	North West of Highway 86 and Dogwood Rd, Heber	Riverside	CA
59	Hemingway at Redhawk	Tract 23064; Deer Hollow Way Easter of Peppercorn Dr, Temecula	Riverside	CA

Site #	Community Name	Address or Location Description	County (or City)	State
60	Hideway	Fruitvale Ave Between Palm Ave and State Street, Hemet	Riverside	CA
61	Mission Ranch (including Ardenwood-Turnbridge, West, Ardenwood, Hawskbury)	Intersection of Dauchy & Krameria, Riverside	Riverside	CA
62	Monte Vina	Ave 44 E Golf Center Pkwy, Indio	Riverside	CA
63	Orchard Glen	Foothill and Lincoln, Corona	Riverside	CA
64	Painted Trails/ Eagle Ranch	Topaz & N of Luna, Victorville	Riverside	CA
65	Perris 496	South West Corner of Orange Ave and Evans Rd, Perris	Riverside	CA
66	Porch Street East	Home Gardens Area	Riverside	CA
67	Porch Street West	Buchanan and Magnolia, Riverside	Riverside	CA
68	Riverwood	West Geotz Rd and South of Mapes Rd, Perris	Riverside	CA
69	Rosetta Canyon (including Augusta, Santa Rosa, Caraway, Rosetta Canyon)	E of I 15 & South of Hwy 74, Lake Elsinore	Riverside	CA
70	Seneca Springs	S. of Potrero Blvd E of Manzanita, Beaumont	Riverside	CA
71	Sterling Valley	SW Corner of Archibald Ave & 65th Street, Corona	Riverside	CA
72	Stratford (including Cedanna & Encanto)	South East Corner of Evans Rd and La Vina Blvd, Perris	Riverside	CA
73	Stratford at Redhawk	Tract 23065-3; Primrose Ave & Peachtree Rd, Riverside	Riverside	CA
74	Terracina	North East Corner of Lakeshore Drive and Terra Cotta Rd, Lake Elsinore	Riverside	CA
75	The Lakes (including The Lakes @ Menifee, Brighton @ Menifee, Hampton @ Menifee, Cambridge @ Menifee, Crystal Bay @ Menifee & Silver Pointe @ Menifee)	S/E Corner of Newport Rd & Menifee Rd, Menifee	Riverside	CA
76	Anatolia III (including Cypress @ Kavala Ranch)	Jaeger Rd. & Kiefer Blvd.	Sacramento	CA
77	Astoria (also known as West El Camino)	West El Camino Ave Cross Grass	Sacramento	CA
78	Sheldon Place	East of Stockton Blvd. North of Bow St.	Sacramento	CA
79	Sheldon White House/ Serenade	8713, 8737, 8751 Whitehouse Rd	Sacramento	CA
80	The Parkway, Villages D2 and E3	1244 Meredith Way & 1239 Souza Way, Folsom	Sacramento	CA
81	Coyote Canyon (including Millbrook, Willowbend, & Ridgecrest)	Coyote Canyon Rd and Roadrunner Rd, Fontana	San Bernardino	CA
82	Northwood Ranch	N of Summit Ave and E of Citrus, Fontana	San Bernardino	CA
83	Sumner Ranch (including Chambray, Palomino & Tanner Creek)	South East Corner of Sumner Ave & 65th, Norco	San Bernardino	CA
84	The Preserves (includes Canterbury Grove I, Canterbury Grove II, Agave, Citrus)	15988 Huntington Garden Ave, Chino	San Bernardino	CA
85	Arbor Ranch	1108 Poinsettia Ave (intersection of Poinsettia Ave & Linda Vista Ave), San Marcos	San Diego	CA
86	Brightwater	County area, Lakeside	San Diego	CA
87	The Groves/The Terraces	2813 Oro Blanco Circle, Escondido	San Diego	CA
88	The Knolls	3136 Beven Dr, Escondido	San Diego	CA
89	Acacia	Ventura Street and Moraga Street,	San Joaquin	CA
90	Cardona	South of Escuela Altamont Dr. and Patio De Recreo Way,	San Joaquin	CA
91	Hawthorne	De Anza Blvd and Montebello Street,	San Joaquin	CA
92	Marbella	Las Brisas Drive and Sombra Way	San Joaquin	CA
93	Broad Street Mix Use	3592 Broad St Hwy 227, San Luis Obispo	San Luis Obispo	CA
94	Cypress Ridge	1080 Cypress Ridge Parkway, Arroyo Grande	San Luis Obispo	CA
95	Dove Creek (including Villas, Cottages, Collections)	11804 Cumbre Court, Atascadero	San Luis Obispo	CA
96	Amicelli Community	2904 Langhorne Dr.	San Ramon	CA
97	Trellis	610 Alberta Way	Santa Clara	CA
98	The Cove at Bridgeport	S. of Newhall Ranch Rd./between Bridgeview & Bayside Lane	Santa Clarita	CA
99	Old Ranch Tract 15797	Seal Beach and Rossmoor Ct.	Seal Beach	CA
100	Waters End	North of Rose Town Dr. between Panorama and McAllister Dr.	Solano	CA
101	Chaparral Property	Northwest of the intersection of Floyd Avenue and Lincoln Oak,	Stanislaus	CA
102	Laredo (The Plaza)	Floyd Avenue and Temescal Drive	Stanislaus	CA
103	Royo/ Teal Hollow	Cross of Monroe Drive & Royo Ranchero Drive	Sutter	CA
104	Avalon	N Riggan W Demaree	Tulare	CA
105	Shannon Ranch	Riggan Ave	Tulare	CA
106	Sherwood North	W Rd 84 @ Pleasant	Tulare	CA
107	Villas at Bella Sera	E Akers N Goshen	Tulare	CA
108	West Park	Visalia Parkway Akers @ Caldwell	Tulare	CA
109	Willow Creek	NE Corner of Mcauliff St & Mineral King	Tulare	CA
110	Brighten Lane	Corner of Maurice Dr & Reino Road	Ventura	CA
111	Reserve at Reino	Reino Rd & Woodland Oak Pl	Ventura	CA
112	Reserve at the Mayflower	W. of Int Worwick & Mayflower	Ventura	CA
113	Riverpark	Simon Way/Vineyard	Ventura	CA
114	South Hills	End of Peter Place	Ventura	CA
115	Beeghly Ranch (including Verona & Coventry	Pkwy Dr. & Collector 2 st.	Yolo	CA



Site #	Community Name	Address or Location Description	County (or City)	State
116	Stonehaven (also known as Woodland Commerce)	Kincheloe Ct. & Wintun Dr.	Yolo	CA
117	Woodland 140/ Willow Bend	Pkwy Dr. & Collector 1 st.	Yolo	CA
118	Briar Creek (including Gardens, Courtyards)	Bailey Ave. & West Extension of North Avenue, Lompoc	Santa Barbara	CA
119	High Point	10089 & 10090 Granby Drive, Commerce City	Adams	CO
120	Sage Creek (including Ash Meadows)	128th/129th & 130th Avenue & Leyden Street, Thornton	Adams	CO
121	The Villages	429 Mt. Cameron Court, Brighton	Adams	CO
122	Murphy Creek	1245 S. Coolidge Circle / South Gun Club Road & East Mississ	Arapaho	CO
123	Parkview	598 Mobile Place, Aurora	Arapahoe	CO
124	Wheatlands	Smoky Hill Rd & E-470, Aurora	Arapahoe	CO
125	Rue 32	32nd & Blake, Denver	Denver	CO
126	Castle Oaks	Founders Parkway & Crimson Sky, Castle Rock	Douglas	CO
127	Crystal Valley Ranch Filing #5	Loop Road and Journeys End, Castle Rock	Douglas	CO
128	Fellowship	4739 South Coors Court, Morrison	Jefferson	CO
129	Trails of Tuscan/Park Place	95th Avenue & Westminster Blvd., Westminster	Jefferson	CO
130	Blackbird Knolls, 2nd Subdivision	1404 Katie Drive; 14th Street SW/Country Road 21, Loveland	Larimar	CO
131	Linden Park	2045 Fossil Creek Parkway, Fort Collins	Larimar	CO
132	Lind Property	NE of CR 11 & CR 52. Fort Collins	Larimer	CO
133	Liberty Ranch	13712 to 13716 Wrangler Way, Longmont Area	Weld	CO
134	Ellis Point	Off Holts Landing Road	Sussex	DE
135	Ridings at Rehoboth	Beaver Dam Road	Sussex	DE
136	Seagrass Plantation	Irons Lane	Sussex	DE
137	Riverwood (including Myakka Point)	Clubhouse Dr. and Riverwood, Port Charlotte	Charlotte	FL
138	Sawgrass Point	Rivershore & Brookville Rd., Port Charlotte	Charlotte	FL
139	Amberwood	Town Center Boulevard	Clay	FL
140	Carrington Place	Marsh Hawk Lane	Clay	FL
141	Jennings Point at Oakleaf Plantation	Intersection of Oakleaf Parkway and Plantation Oaks Blvd.	Clay	FL
142	Lake Ridge Villas North	2121 Town Center Boulevard	Clay	FL
143	Lely (including Alden Woods & Players Cove)	Grand Lely Dr. & Celeste Dr. and Wildflower Way, Lely Resort Hwy 41, Naples	Collier	FL
144	Madison Park	Radio Rd. & Davis Blvd., Naples	Collier	FL
145	The Quarry	3600 ft east of Immokalee Rd and CR-951 intersection, Naples	Collier	FL
146	Twin Eagles (including Grand Arbor)	11429 Immokall Rd., Naples	Collier	FL
147	Marineland	Marineland, St. Augustine, FL	Flagler	FL
148	Palm Coast Resort	Harborside Inn & Marina	Flagler	FL
149	Tidelands	Tidelands - Village PUD Phase II	Flagler	FL
150	Harvest Creek Village	Progress Blvd & Falkenburg Rd	Hillsborough	FL
151	Hawks Point	1-1/2 miles west of I-75 on 19th Ave NE	Hillsborough	FL
152	Magnolia Park	NE corner of Progress and Falkenburg Rd. and Median of Falkenburg Rd, between Causeway Blvd & Progress Blvd	Hillsborough	FL
153	South Shore Falls	U.S. Highway 41 South of Miller Mac Road	Hillsborough	FL
154	Stonebrier	Off Sunlake Blvd North of Lutz Lake Fern Rd. W	Hillsborough	FL
155	Triple Creek	Balm Riverview Rd & Big Bend Rd	Hillsborough	FL
156	Northlake	Kings Hwy. and 57th Place, Vero Beach	Indian River	FL
157	Provence Bay	Indian River Blvd and 12th Ave., Vero Beach	Indian River	FL
158	Woodfield	66th Ave. and 26th Street, Vero Beach	Indian River	FL
159	Lake Denham	US27, North of CR33	Lake	FL
160	Martins Grove	Dead River Rd.	Lake	FL
161	Sullivan Ranch	30135 Roud Lake Rd	Lake	FL
162	The Preserve at Sunrise (also known as Lakeside at Sunrise PUD)	Villa City Rd and Lucy Lee Rd	Lake	FL
163	Emerson Square	Emerson Square Blvd. & US 41, Ft. Myers	Lee	FL
164	Hawthorne	River Rock Blvd. & Yorkstone Dr., Bonita Springs	Lee	FL
165	Novella	Benicia Blvd. & Bonita Beach Rd., Bonita Springs	Lee	FL
166	Plantation (including Bridgetown & Somerset)	Section 27 Township 44S Range 25E; 12811 Treeline Ave., Ft. Myers	Lee	FL
167	Veranda (including Lakeview & Pebblebrook)	Veranda Blvd and Lakeview Isles, and Pebblebrook Point Circle and Veranda Blvd, Ft. Myers	Lee	FL
168	Crossing Creek	44th Avenue East, Bradenton	Manatee	FL
169	Lakeridge Falls	4320 Kariba Lake Terrace, Sarasota	Manatee	FL
170	Sand Trail	Sand Trail Way and Florida Turnpike	Martin	FL
171	Eagles Hammock (also known as Waterford Chase East)	South of State Rt 50 and west of Avalon park BLVD	Orange	FL
172	Emerson Park	Ocoee Apopka Road / S. R. 429	Orange	FL
173	Ingram Trails	NW corner of Clarcona Ocoee Rd and Ingram Rd	Orange	FL
174	Millenium Parc (also known as Timmarron Townhomes)	Corner of Millenia Blvd and John Young Parkway	Orange	FL
175	Montacino (permitted as Enclave at Maitland)	Maitland Blvd and Hope Rd	Orange	FL
176	Southmeadow	Town Center Blvd and Orange Ave.	Orange	FL
177	Waterford Trails	Sunflower Trail and Avalon Park Blvd	Orange	FL
178	Oakwater	Old Lake Wilson Rd south of SR192	Osceola	FL

Site #	Community Name	Address or Location Description	County (or City)	State
179	Ashford Place	Aloma Ave. & Tuskawilla Rd.	Oviedo	FL
180	Bayhill Estates	Stonewall Drive and Rockledge View Drive, West Palm Beach	Palm Beach	FL
181	Canterbury Place	Indian Creek Parkway and Military Trail, Jupiter	Palm Beach	FL
182	Lanier - Castellina	SR-7 and Pierson Road, Wellington, FL	Palm Beach	FL
183	Oakmont Estates	Pierson Road and Fairlane Farms Rd., Wellington	Palm Beach	FL
184	Sea Plum	425 Indian Creek Parkway, Jupiter	Palm Beach	FL
185	Sunterra	5850 Belvedere Road, West Palm Beach, FL	Palm Beach	FL
186	Ashley Pines	State Road 54 & Smith Road	Pasco	FL
187	Fountain Park (also known as Arnwine Properties)	Mount Olive Rd and SR 33 in Polk City	Polk	FL
188	Magnolia Ridge	Corner of Evenhouse Rd and Lake Swoop.	Polk	FL
189	Ashley Oaks (also known as Cedar Grove)	Haberland Blvd., North Port	Sarasota	FL
190	Cypress Falls	Panacia Blvd., North Port	Sarasota	FL
191	Stonehaven	Clark Rd & Fielding W., Sarasota	Sarasota	FL
192	Venetian Falls	Center Rd & Jackson, Venice	Sarasota	FL
193	Villages at Pinetree	Palmer Blvd. & Tatum Rd., Sarasota	Sarasota	FL
194	Heritage Park (aka Wagners Curve)	Highway 434, Winter Springs	Seminole	FL
195	Legacy Park	Located on Lake Drive in Legacy Park PUD	Seminole	FL
196	Sterling Meadows	Corner of SR46 and SR415	Seminole	FL
197	Sutton Place	Pearl Lake Causeway and Alden Parkway	Seminole	FL
198	The Villas at Chase Groves	Old Lake Wilson Rd & Casa Verde Blvd in Lake Mary	Seminole	FL
199	Timicuan Townhomes	186 Timacuan Boulevard	Seminole	FL
200	Walden Chase	SR434 and Park Rd	Seminole	FL
201	Cypress Trace	US 1 and Racetrack Road	St. Johns	FL
202	Willowcove at Nocatee	US1 and CR 210	St. Johns	FL
203	Palm Breezes Club	Orange Avenue and Florida Turnpike	St. Lucie	FL
204	New Smyrna Beach	Mission Bay - Old Mission Rd/Eslinger Road	Volusia	FL
205	Hamilton Grove	Pooler Parkway	Chatham	GA
206	Southbridge	Southbridge Blvd.	Chatham	GA
207	The Magnolias at Ridgewalk	857 Society Ct., Woodstock	Cobb	GA
208	Cobblestone @ Brookhaven	2132 Cobblestone Circle	Dekalb	GA
209	Danbury Parc	1601 Danbury Parc Place	Dekalb	GA
210	Ansley at Pilgrim Mill	2705 Wynbrook Bend	Forsyth	GA
211	Maristone	4595 Shiloh Springs Rd	Forsyth	GA
212	Seven Branches (including Silver Leaf)	4725 Silver Leaf Dr.	Forsyth	GA
213	Cascades	3515 Benjamin E. Mayes Drive	Fulton	GA
214	Mabry Park	4921 Weathervane Drive	Fulton	GA
215	Wavery Township	Old Alabama Road	Fulton	GA
216	Bentwood at Sugarloaf	2817 Staunton Drive	Gwinnett	GA
217	Brookfield Chase	3861 Kingsley Park Lane, Duluth	Gwinnett	GA
218	Cresswell	2780 Royston Drive	Gwinnett	GA
219	Kedron Park	3458 Kiveton Dr.	Gwinnett	GA
220	The Estates at Nash Lake	3375 Preservation Circle	Gwinnett	GA
221	Koolina Beach Villas	Waiialii Place	Kapolei	HI
222	Koolina Hillside Homes	Aliinui Place	Kapolei	HI
223	Ko Olina Kai	Off Koio Dr.	Kapolei, Oahu	HI
224	Haliikai Beach Homes	69-1029 Nawahine Place	Wakoloa	HI
225	Copper Springs	North of Water Road, East of Nestler Road	Kane	IL
226	Shadow Hill	North of South Street, East of Nestler Road	Kane	IL
227	West Ridge Village	Nesler Road @ Route 20	Kane	IL
228	Summerfield	Larry Power Dr., 1/2 mile west of Cardinal Drive	Kankakee	IL
229	Bristol Bay	Route 47 and Galena Road	Kendall	IL
230	Sable Ridge	West of Ridge Road, North of Black Road	Kendall	IL
231	Summerfield	Wildy Road @ Ridge Road	Kendall	IL
232	Midland Club	4591 Sawgrass Blvd	Lake	IL
233	Rivers Edge	On Airport Rd East of Hwy 67	Madison	IL
234	Morgan Hill	4331 Savoy Lane	McHenry	IL
235	Sweetwater	Ware Road & Raffel Road	McHenry	IL
236	Forest Cove at Valley Lakes	2219 W. Cascade Circle	Round Lake	IL
237	Green Mount Manor	Greenmount Rd North IL 161 - 163	St. Clair	IL
238	Milburn Estates	Milburn School Rd @ Milburn Estates Dr	St. Clair	IL
239	Reunion	Rt 15 and Westhaven School Rd	St. Clair	IL
240	Sullivan Farms	Frank Scott Pkwy and Sullivan Dr	St. Clair	IL
241	Timberbrook	North County Rd	St. Clair	IL
242	Westhaven Meadows	Illinois St (Rt 159) and Maple Dr	St. Clair	IL
243	Willow Walk	Along Sullivan Rd in Swansea, IL	St. Clair	IL
244	Breckenridge	River Road @ Vertin Blvd	Will	IL
245	Brookstone Springs	East of Route 52, South of Smith Road	Will	IL
246	Hampton Glen	South of Theodore St., West of IL Route 59	Will	IL

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247	Kipling Estates	Mound Road @ River Road	Will	IL
248	Hunter Glen	11715 Anton Dr. Unit 1, Zionsville	Boone	IN
249	Archer Estates	11643 Archer Lane, Fishers	Hamilton	IN
250	Bridgewater Club	15304 Mystic Rock Drive, Carmel	Hamilton	IN
251	Deer Path	12488 Deerview Dr., Noblesville	Hamilton	IN
252	Intracoastal at Geist	14963 Newburyport Drive, Fishers	Hamilton	IN
253	Limestone Springs	13266 Komatite Way, Unit 1, Fishers	Hamilton	IN
254	Stony Creek	17174 Long Creek Drive, Noblesville	Hamilton	IN
255	The Townhomes at Fishers Pointe	8481 Fishers Center Drive, Fishers	Hamilton	IN
256	The Villages at Geist	104th Street between Ohio Road and Florida Road	Hamilton	IN
257	Traditions on the Monon	85 9th Street NW, Carmel	Hamilton	IN
258	Emerald Springs	8609 N. Commonview Dr., McCordsville	Hancock	IN
259	Meridian East at Springhurst	671 Melrose Court, Greenfield	Hancock	IN
260	Bersot Crossing	2361 Hanover Road, Brownsburg	Hendricks	IN
261	Lake Ridge	1265 Wild Ridge Boulevard, Brownsburg	Hendricks	IN
262	The Settlement	2060 Buttonbush Dr., Plainfield	Hendricks	IN
263	Harvest Grove	3031 Harvest Grove Lane, Bargersville	Johnson	IN
264	Bells Run	4542 Ringstead Way, Indianapolis	Marion	IN
265	Chessington Grove	7642 Ballybay Dr., Indianapolis	Marion	IN
266	Villas @ Franklin Crossing	4906 Franklin Villas Drive, Indianapolis	Marion	IN
267	Willow Springs	2376 The Springs Dr., Indianapolis	Marion	IN
268	Carrolls Creek (Waugh Chapel)	Waugh Chapel Road @ MD Route 3	Anne Arundel	MD
269	Russett PUD Phase III Parcel 12A		Anne Arundel	MD
270	South River Colony, Parcel B	217 Galewood Drive & 209 Galewood Drive, Edgewater	Anne Arundel	MD
271	Blundon Estates, Parcel B		Baltimore	MD
272	Avalon Phase I (aka Avalon 60 Phase I)	off Mill Hill Road	Charles	MD
273	Avalon Phase II (aka Avalon 60 Phase II)	off Mill Hill Road	Charles	MD
274	Avalon West	off Mill Hill Road	Charles	MD
275	Riverwatch at Indian Head		Charles	MD
276	Belvedere Glen		Montgomery	MD
277	Blackburn Village		Montgomery	MD
278	Fairfield @ Germantown	19430 Germantown Road	Montgomery	MD
279	Hidden Creek Land Bay Three	Occidental @ Goshen, City of Gaithersburg	Montgomery	MD
280	Highlands @ Clarksburg	Frederick and Stringtown Road	Montgomery	MD
281	Kensington Orchids		Montgomery	MD
282	Leesboro	11601 Georgia Ave	Montgomery	MD
283	Clinton Gardens	Woodyard Road	Prince Georges	MD
284	Lakeview @ Brandywine	Accokeek Road	Prince Georges	MD
285	Marwood	Goldenwood Court - Marwood Drive & Marlboro Pike	Prince Georges	MD
286	Summerfield @Morgan Station	E/W side of Garrett Morgan Blvd	Prince Georges	MD
287	Town Center @ Camp Springs	South of Suitland Parkway	Prince Georges	MD
288	Broad Marsh	69 and 70th Street, Ocean City	Worcester	MD
289	Decatur Farms	Decatur Street and Tripoli Street, Berlin	Worcester	MD
290	Riddle Farm	MD. RT. 50 and RT. 589, Berlin	Worcester	MD
291	Seaside Village	Golf Course Road, Ocean City	Worcester	MD
292	Cole Creek Estates	E. Side of Morrish Rd., btw. Bristol & Lennon Rds, Swartz Creek	Genesee	MI
293	Autumn Woods	Highland Rd. W. of US-23, Hartland	Livingston	MI
294	Hampton Ridge I	4046 Kirkway Ct., Howell	Livingston	MI
295	Red Cedar Crossing	Van Buren Rd. W. of Fowlerville Road, Fowlerville	Livingston	MI
296	Woods of Forest Ridge	Latson Rd. S. of M-59, Howell	Livingston	MI
297	Elmhurst	W. Side of Saal Rd. S. of 19 Mile Rd., Sterling Hts.	Macomb	MI
298	Arbor Creek	Stewart Rd. W. of Telegraph Rd, Monroe	Monroe	MI
299	Country Club Village	Nawakwa Rd. E. of Rochester Rd, Rochester Hills	Oakland	MI
300	Forestbrook	N. Side of Hatchery Rd., btw. Airport & Crescent Lake Rd., Waterford	Oakland	MI
301	Fountain Park	East of Lochaven, N and S side of Elizabeth Lake Rd., Waterford	Oakland	MI
302	Golf Highlands at Waterstone	N. of Seymour Lake Rd., W. of Lapeer Road, Oxford	Oakland	MI
303	Long Lake Village	Ortonville Rd. N. of Seymour Lake Rd., Ortonville	Oakland	MI
304	Preserves of Meadowbrook	Off 8 Mile Rd. E. of I-275, Farmington Hills	Oakland	MI
305	Princeton Park	S. Side of 12 Mile Rd., N. of Inkster Rd., Southfield	Oakland	MI
306	Spring Haven (including Spring Haven Pointe & Spring Haven Villas)	Southfield Rd. btw 12 Mile & 12 Mile Rds., Southfield	Oakland	MI
307	Apen Ridge	S.E. corner of Munger and Textile Rds, Ypsilanti Twp.	Washtenaw	MI
308	Brookside	Geddes Rd. btw. Harris and Prospect, Superior Twp.	Washtenaw	MI
309	Meadowbrook	Arkona Rd. btw. Platt and Carpenter Rds., Milan	Washtenaw	MI
310	Thornton Farms	S. Side of Jackson Rd, W. of Parker Rd., Dexter	Washtenaw	MI

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311	Blue Heron Pointe	E. side of Platt Rd., S. of Michigan Ave (US 12), Pittsfield Twp.	Wayne	MI
312	Charter Oaks Village	S. Side of Goddard Rd.E. of Inkster Rd., Taylor	Wayne	MI
313	Chatterton Woodlands	Beck Rd. S. of Geddes Rd., Canton Twp.	Wayne	MI
314	Falkirk	Will Carleton Rd. 1.5 mi. E. of I-275, Huron Twp.	Wayne	MI
315	Highland Estates	Pennsylvania Rd. btw, Middlebelt & Inkster Rds, Romulus	Wayne	MI
316	Island Lakes at Midtown	N. Side of Goddard Rd., W. of Allen Rd., Taylor	Wayne	MI
317	Newberry Estates	Off Central Pkwy, N. of Ford Rd., E. of Newburgh, Westland	Wayne	MI
318	Timberline Meadows	S.W. corner of Pardee and Superior Pkwy, Taylor	Wayne	MI
319	Crescent Ponds	Intersection of TH 242 and University Avenue, Blaine	Anoka	MN
320	Estates of Silver Oaks (also known as Marigold Ponds)	Intersection of TH 47 and 160th Avenue, Ramsey	Anoka	MN
321	Glenn Meadows	Intersection of Lexington Avenue and 109th Avenue, Blaine	Anoka	MN
322	Legacy Creek	Intersection of Main Street and Legacy Creek Parkway, Blaine	Anoka	MN
323	Chavalle	Bavaria Road @ Grand Chavalle Parkway	Carver	MN
324	Glen at Spring Creek	Intersection of County Road 147 and White Pine Way, Carver	Carver	MN
325	Spring Creek	Intersection of US 212 and County Road 147, Carver	Carver	MN
326	Waterford	Intersection of TH 284 and Sparrow Road, Waconia	Carver	MN
327	Charleswood Crossing	Intersection of 195th Street East and Pilot Knob Road, Farmington	Dakota	MN
328	Cobblestone	Intersection of Pilot Knob Road and 160th Street West, Apple Valley	Dakota	MN
329	Meadows of Bloomfield	Intersection of Conemerra Trail and Autumn Path, Rosemount	Dakota	MN
330	Prairie Ridge	Intersection of 145th Street East and General Sieben Drive, Hastings	Dakota	MN
331	Delgany	Intersection of CR 30 and CR 101, Maple Grove	Hennepin	MN
332	Emery Village	Intersection of US 169 and 117th Avenue, Champlin	Hennepin	MN
333	Gleason Farms	17923 and 18023 Bass Lake Road; SW Quadrant of Bass Lake Road & Lawndale Ave, Maple Grove	Hennepin	MN
334	Wickford Village	Intersection of TH 610 and Regent Avenue, Brooklyn Park	Hennepin	MN
335	Forest Knoll	Intersection of 48th Street SE and Saint Bridgets Road, Rochester	Olmstead	MN
336	Park Meadows	Intersection of Valley View Road and Canterbury Road, Shakopee	Scott	MN
337	Riverside Fields	Intersection of Crossings Boulevard and County Road 18, Shakopee	Scott	MN
338	Baileys Arbor	Intersection of Bailey Road and Cottage Grove Drive, Woodbury	Washington	MN
339	Heritage Ponds	Intersection of Elmcrest Avenue and Heritage Parkway, Hugo	Washington	MN
340	Stonemill Farms	Intersection of Settlers Ridge Parkway and Walnut Lane, Lot 5, block 4	Washington	MN
341	Settlers Pointe	Intersection of County Road 147 and Harvest Trail, Buffalo	Wright	MN
342	Providence	McNutt Rd @ School Rd	Jefferson	MO
343	Regency Woods	Old Lemay Ferry Rd @ Seckman Rd	Jefferson	MO
344	Crooked Creek	Adelhardt Rd past Pear Ct	Lincoln	MO
345	Brighton Park	Muegge Rd and Fountain View Rd; Muegge Rd and Old Muegge Rd	St. Charles	MO
346	Carlton Glen	Carlton Glen Pkwy @ Hwy Z	St. Charles	MO
347	Fox Ridge	Mexico Rd @ Walnut Forest Rd	St. Charles	MO
348	Manors at Crimson Oaks	Prospect Rd @ Duello Rd	St. Charles	MO
349	Preston Woods	Preston Woods Ln	St. Charles	MO
350	Tyson's Corner	SW corner of Bates and Henning Rd	St. Charles	MO
351	Ashton Woods	Eureka Allenton Rd @ Hunter Ford Rd	St. Louis	MO
352	Enclaves at Cherry Hills	Manchester Rd & Old Manchester Rd; Old Manchester Rd @ Cherry Hills Meadow Dr	St. Louis	MO
353	Meadowbrook Villas	Kehrs Mill Rd @ Meadowbrooke Dr	St. Louis	MO
354	Mill Ridge Villas	W. of Amiot Dr @ Creve Coeur Mill Rd	St. Louis	MO
355	River Breeze Estates	Susan Road @ Telegraph Rd	St. Louis	MO
356	Tapawingo on the Green	West watson @ Gary Player Drive	St. Louis	MO
357	Weatherby Place / Weatherby Manors	Shackelford & Emerald Creek Dr; at the Northern Terminus of Valley Brook Dr and Shorewood and East of Weatherby Place Subdivision	St. Louis	MO
358	Mayfield Farms Phases 1&2			MO
359	Beacon Townes	Hwy. 17 & Pilot House Dr.	Brunswick	NC
360	Meadowlands (includes Savannah Lakes)	Shingletree Rd. & Meadowlands Dr.	Brunswick	NC

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361	Rivermist	Hwy.211 & J. Swain Blvd.	Brunswick	NC
362	Cornerstone Park	8301 Parkstone Dr.	City of Raleigh	NC
363	Sandpiper Bay	7496 Royal Aberdeen Ct.	City of Sunset Beach	NC
364	Providence Glen	8305 Avanti Drive	City of Waxhaw	NC
365	Creekway	4496 Alexandria Rd.	City of Winston-Salem	NC
366	Ganyard Farms	Intersection of NC 98/Ganyard Farm Way, Durham	Durham	NC
367	Grandale	Lyons Farm Drive, Durham	Durham	NC
368	Stillwood	Intersection of Vestavia Drive/Carpenter Road, Durham	Durham	NC
369	Stratford Lakes	Intersection of MLK Parkway & Fayetteville St. (Northwest Quadrant), Durham	Durham	NC
370	Vernon Farms	Linville Road	Forsyth	NC
371	Wyngate Village	Romara Drive	Forsyth	NC
372	Willow Creek	Armstrong Park/Hudson Blvd.	Gaston	NC
373	Wynngate	Intersection of E. Lyon Station Road/ Shining Water, Creedmoor	Granville	NC
374	Barrington Estates	Deep River Road	Guilford	NC
375	Willowridge	Perth Place	Guilford	NC
376	Bear Lake Reserve	Bear Lake, River Township Tract A-C	Jackson	NC
377	Magnolia Village	Intersection of NC HWY 42/Brookhaven Drive, Clayton	Johnston	NC
378	The Pointe	Intersection of Cleveland School Road/SR1010, Cleveland Township	Johnston	NC
379	Buckleigh	3502 Rocky River Rd., Charlotte	Mecklenberg	NC
380	Ardrey Chase	17415 Marvin Road	Mecklenburg	NC
381	Matthews Grove	2039 McKee Road	Mecklenburg	NC
382	McIntyre	Lakeview Road	Mecklenburg	NC
383	Rosedale	Ranson Road	Mecklenburg	NC
384	Stone Creek Ranch (including Cato West)	Tom Short Road and Bryant Farms Road	Mecklenburg	NC
385	The Bridges	7000 Endhaven Lane	Mecklenburg	NC
386	Weddington Meadows	Weddington Road @ Walker Road	Mecklenburg	NC
387	Woodbury	Albemarle and Cedarfield Road	Mecklenburg	NC
388	Collington Farms	Intersection of Ben Wilson Road/Gatwick Way, Mebane	Orange Alamance	NC
389	Fieldstone Farm	Rocky River Road and Poplin Road	Union	NC
390	Millbridge	Kensington Road	Union	NC
391	Wesley Oaks (Newell-Billy Howey Road)	Billy Howey Road	Union	NC
392	Amber Ridge	Intersection of Varcroft Road/Mailwood Drive, Knightdale	Wake	NC
393	Churchill	Intersection of Old Faison Road/Churchill Glen Blvd, Knightdale	Wake	NC
394	Greenbriar	6621 Old Wake Forest Road, Raleigh	Wake	NC
395	Harrington Point	11301 Leesville Road, Raleigh	Wake	NC
396	Highland Creek	8501 Louisburg Road, Raleigh	Wake	NC
397	Landings @ Heritage North	Intersection of Dimock Way/Heritage Hills Way, Wake Forest	Wake	NC
398	Peyton Hall	4500 Wedgewood Drive, Raleigh	Wake	NC
399	Sheldon Place	Intersection of New Rand Road/Belmont Ridge Drive, Garner	Wake	NC
400	Stone Creek Village	Intersection of Carpenter Upchurch Road/High House Road, Cary	Wake	NC
401	Sumerlyn	Intersection of Sumerlyn Drive/Battle Bridge Road, Raleigh	Wake	NC
402	Town Hall Commons / Town Hall Gardens	Intersection of Liberty Rose Drive/ McCrimmon Parkway, Morrisville	Wake	NC
403	Town Hall Terraces	Davis Drive @ Mckrimmon Parkway	Wake	NC
404	Weston Oaks	Weston PUD 6B (Norwell Road), Cary	Wake	NC
405	Westover	Northwest Corner of Davis Drive/Morrisville Parkway, Cary	Wake	NC
406	South Peak Resort	Crooked Mountain Road	Grafton	NH
407	Essex Park	235, 261-275 Franklin Ave, Belleville	Essex	NJ
408	City Homes at Bayside	Along Custer Ave, No. of Kennedy Blvd, Jersey City	Hudson	NJ
409	Renaissance at West Windsor	Route 35 (Old Trenton Road) Westbound between Rte 571 & Village Rd, West Windsor	Mercer	NJ
410	Crossings at Monroe	Cranbury Station Road, Monroe	Monmouth	NJ
411	Freehold Pointe	Route 79 & East Freehold Road, Freehold Township	Monmouth	NJ
412	Renaissance at Colts Neck Crossing	Colts Neck Road & Route 33 Block 182, Howell Township	Monmouth	NJ
413	Renaissance at Monroe	State Highway Route 33, Monroe	Monmouth	NJ
414	Renaissance-Cranbury Crossing	Cranbury Station Road, Monroe	Monmouth	NJ
415	Village at Chapel Hill	Route 35 North Middletown	Monmouth	NJ
416	Woods at Monroe	693 Spotswood-Englishtown Road, Monroe	Monmouth	NJ

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417	Grandview at Kinnelon	South Glen Road, Kinnelon	Morris	NJ
418	City Homes at Creekside Manor	Roselle Blvd Dr. Mill Ridge Rd, Secaucus	Passaic	NJ
419	Windmere Grove	Wyndhurst Dr. and Dey Rd.	Plainsboro Township	NJ
420	Washington Meadows	43 Sloan Ave.	Washington Township	NJ
421	Presidio	Corner of Chico and Morris	Bernalillo	NM
422	The Meadows at Anderson Hills	Meadows at Anderson Hills Ph 1, 2, & 5.	Bernalillo	NM
423	Alegria @ The Orchards	NM 528 and Santiago Way	Sandoval	NM
424	Rancho Oro & Plata	Unser and Cabezon Blvd	Sandoval	NM
425	Sagewood	Northern Meadows Unit 17	Sandoval	NM
426	Toscana	Cabezon Blvd	Sandoval	NM
427	Colores Del Sol	Corner of Agua Fria and South Meadows	Santa Fe	NM
428	San Isidro Village	Rufina Street	Santa Fe	NM
429	Villa Sonata	Corner of Governor Miles and Richards. Santa Fe.	Santa Fe	NM
430	Sundance at Huning Ranch	NMSR 6 North of Los Lunas	Valencia	NM
431	TrailSide (Huning Ranch)	Corner of Sundance and Street B. Los Lunas NM.	Valencia	NM
432	Ardiente	Carla Ann Rd. & N. Pecos, N. Las Vegas	Clark	NV
433	Giavana	SE Corner Ann Rd & Pecos, N. Las Vegas	Clark	NV
434	Horizon Park	Alexander Rd & Simmons St., N. Las Vegas	Clark	NV
435	Mesa Verde	Intersection of Allen & Colton St., N. Las Vegas	Clark	NV
436	Montecatini at Lake Las Vegas	Lake Las Vegas Pkwy, Henderson	Clark	NV
437	Nelson Ranch	Aliante Pkwy & Grand Teton Dr., Las Vegas	Clark	NV
438	Rose Lake	SE Corner Pecos Rd & Tropical Pkwy, N. Las Vegas	Clark	NV
439	Rose Lake 20	Pecos Rd. & tropical Pkwy, N. Las Vegas	Clark	NV
440	Runvee Hobart West	SE Intersection of Pecos Rd. and Tropical Pkwy, Las Vegas	Clark	NV
441	Saint Rose 38	St. Rose Pkwy & Spencer, Henderson	Clark	NV
442	Tropical & Lawrence	SE intersection of Tropical & Lawrence, N. Las Vegas	Clark	NV
443	Urban Village	Las Vegas Blvd. & Pyle, Las Vegas	Clark	NV
444	Bella Vista	South Meadows Pkwy/Veterans Pkwy, Reno	Washoe	NV
445	Chianti D'Andrea	2841 Ineisa Ct., Sparks	Washoe	NV
446	Damonte Ranch Village 16 (aka Rio Bravo) & Village 18 (Copper Creek)	Rio Wrangler Pkwy, Reno	Washoe	NV
447	Desert Highland	4495 Desert Highlands Dr., Sparks	Washoe	NV
448	Governors Square	Roop Street, Carson City	Washoe	NV
449	Miramonte (including Colinas, Miraposa, Lasenda)	Vista Heights Dr., Sparks	Washoe	NV
450	Royal Sage Unit 5	2895 Royal Crown Ct., Reno	Washoe	NV
451	Sapphire Ridge	Corner of 7th and Robb, Reno	Washoe	NV
452	Silver Shores, Turtle Creek, Site 9	7489 Deveron Dr., Reno	Washoe	NV
453	Silver Terrace (aka Afton Leaf)	O Keyboard Terrace, Reno	Washoe	NV
454	Silver Terrace II - Phases 1 & 2 (aka Brookdale)	O Moyo Blvd., Reno	Washoe	NV
455	Sorrento	2550 Anqua Way, Sparks	Washoe	NV
456	Turtle Creek II (aka Turtle Creek West)	Silver Lake Rd. & Red Rock, Reno	Washoe	NV
457	Wildcreek	McCarran/El Rancho	Washoe	NV
458	Golf Village	Rutherford Rd. / Sawmill Pkwy	Delaware	OH
459	McCammon Estates	2500 S of E Orange Rd; 500 W of Walker Woods	Delaware	OH
460	Sheffield Park	Worthington Rd. & Jaycox Rd.	Delaware	OH
461	Wilshire	2500 S of E Orange Rd; 500 W of Walker Woods	Delaware	OH
462	Canal Highlands	Lehman Rd / Bowen Rd.	Franklin	OH
463	Claybrooke Crossing	Haughn Rd. / Orders Rd.	Franklin	OH
464	Highland Pointe Condominiums	101 Northwoods Blvd.	Franklin	OH
465	Royal Elm	Havens Corner Rd. / Waggoner Rd.	Franklin	OH
466	Wyndham Ridge	Parsons Ave. / Rathmill Rd.	Franklin	OH
467	Rogerfield	3203 Sabo Lane	City of West Linn	OR
468	Chinook Crossing (Cascade Meadows)	34140 Elm St.	Columbia	OR
469	Liday (Chinook Crossing West)	34035 & 34031 SE Elm St.	Columbia	OR
470	Eddy -So. Nottingham Woods	1932 SE Troutdale Rd., Salem	Marion	OR
471	Nottingham Woods	2007 Baxter Rd SE, Salem	Marion	OR
472	Asakawa (Riverbend)	27731 SE Sweetbriar Rd.	Multnomah	OR
473	Estates at Riverbend West	1932 SE Troutdale Rd.	Multnomah	OR
474	Parks @ Kelly Creek (Springwater)	Chase Rd & 282nd	Multnomah	OR
475	Ocean Highlands	Hwy #131 & Bilyeu Ave	Tillamook	OR
476	Bethany Lake Estates	18650 NW West Union Rd	Washington	OR
477	Cooper Mountain Estates	18781 & 18655 SW Gassner Rd.	Washington	OR
478	Laurel Oaks	5200 SE Alexander, 3250 SE Brookwood, 43578 & 43566 SW Hiatt Road, 24175 SW Davis Rd	Washington	OR
479	Meadow Oaks	3535 SW 234th & 23805 / 23925 SW Davis Rd.	Washington	OR

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480	Oakhurst	3720 & 3760 SE River Rd	Washington	OR
481	Baynard Park	Hampton Parkway	Beaufort	SC
482	Parkside	Hampton Parkway	Beaufort	SC
483	Pincrest	Buckwalter Parkway	Beaufort	SC
484	Shadow Moss	Hwy 170	Beaufort	SC
485	Cain Crossing	Clements Ferry Rd	Berkeley	SC
486	Cane Bay	Highway 176	Berkeley	SC
487	Liberty Hall (includes Waterford & Wedgewood)	Liberty Hall Road	Berkeley	SC
488	Shelling	St Thomas Island Drive	Berkeley	SC
489	Weatherstone	Sheep Island Road	Berkeley	SC
490	Carolina Bay (includes Essex)	US Highway 17; Glen McConnell Pkwy	Charleston	SC
491	Summer Park	Lincolnton Road	Charleston	SC
492	Hamilton Park	105 Meeker Ct. or Columbia Ave.	City of Irmo	SC
493	Parkhill Place (Northwoods)	Interstate 26, Highway 52, Greenridge Rd.	City of North Charleston	SC
494	McKewn	Patriot Blvd	Dorchester	SC
495	Woodlands	Dorchester Road; Old Fort Road	Dorchester	SC
496	Linksbrook (includes Barony; Colony)	South side of Prince Creek Parkway	Georgetown	SC
497	Barefoot Resort (includes Clearwater Bay; Heron Bay; Willow Bend; Brookstone/Sweetbriar; Longbridge; Parkhill)	West of Highway 17, on Catalina Drive	Horry	SC
498	Berkshire Forest (includes Crestwood; Cambridge; Sutton; Heatherston; Stafford Row; Windsor Park)	West of River Oaks Drive at August Plantation Boulevard	Horry	SC
499	Heritage Preserve (includes Oaks)	Hwy.90 & Three Oak Lane	Horry	SC
500	Palmetto Glen (includes Pincrest)	Tibton Circle & Palmetto Glen Dr.	Horry	SC
501	Prince Creek (includes Coldstream Cove)	TPC Boulevard & River Rock Dr.	Horry	SC
502	Wellington	Palmetto Pointe Boulevard & Olde Towne Way	Horry	SC
503	Wildwing (including Kiskadee)	Sanctuary Boulevard	Horry	SC
504	Amhurst Phase 1 @ Berkshire Village	Brentford Place	Horry (Myrtle Beach)	SC
505	Edenmoor	South of Jim Wilson and Bolton Road	Lancaster	SC
506	Camden Creek at Allston Plantation	66 Hartley Place	Pawleys Island	SC
507	Taravella (Spicewood)	1300 Block of Gold Hill Road	York	SC
508	Timberlake	Hwy 55 E.	York	SC
509	Willowmet Subdivision	9754 Concord Rd.	City of Brentwood	TN
510	Brookview	Ewing Drive at Gwynnwood Drive	Davidson	TN
511	Carter Property	East of Concord Place Subdivision, NE of Nolensville Rd at Autumn Crossing Way	Davidson	TN
512	Centex-Cone Property	Brick Church Pike, Nashville	Davidson	TN
513	Concord Place	Northside of Nolensville Road, West of Concord Road	Davidson	TN
514	Lakeside Cove at Percy Priest	Hobson Pike at Smith Springs Pkwy	Davidson	TN
515	Oak Hill Townhomes	McMurray Drive	Davidson	TN
516	Provincetown	Old Franklin Pike	Davidson	TN
517	Blackman Farm	State Rt 96/Franklin Road approximately 1.2 miles west of the intersection of Interstate 24 and State Road 96	Rutherford	TN
518	Creekside at Station Camp Creek	Lower Station Camp Creek Road and Long Hollow Pike	Sumner	TN
519	Bridgemill at Providence (aka Centex-Providence)	Staford Dr. at Bridge Mill Dr., approx. 1 mile E. of S. Mt. Juliet Rd. at I-40	Wilson	TN
520	Spence Creek	Hwy 109, north of Hwy 70 just past Old Laguardo Rd	Wilson	TN
521	Bridgewood	S&SW of Jack Barnes Ave. & Bridle Dr.	Bell	TX
522	Echo Village	5304 Whistlestop Dr.	Bell	TX
523	Skipcha Mountain	S&SW of the intersection of US 190 & FM2410	Bell	TX
524	The Ridge	Comanche Gap & Comanche Ridge; SE of FM2410 & Comanche Gap Rd.	Bell	TX
525	Trimmier Estates & Meadows of Trimmier	SW of the intersection of Trimmier Rd. & James Lp.	Bell	TX
526	Whiterock Estates	Stagecoach Rd. & Shawn Dr.	Bell	TX
527	Windmill Farms	NW of the intersection of FM2305 & SH317	Bell	TX
528	Hanover Cove	FM Hwy 1604 & N Seguin Rd; NE Intersection of Hanover Cove & Fisherman Port	Bexar	TX
529	Lost Creek	25400 Old Fredericksburg Rd.; North of Intersection of IH-10 and FM 3351	Bexar	TX
530	Monticello Ranch	187 Tally Rd	Bexar	TX
531	Retama Springs	Northwest Intersection of Lookout Rd. and Retama Pkwy.	Bexar	TX
532	Rivermist (including Hills of Rivermist; Arbors of Rivermist)	1 mile E. of Bandera Rd on Prue Rd	Bexar	TX
533	Silver Oaks	Northeast of intersection FM 471 and FM 1560	Bexar	TX
534	Silverado Hills (including The Villas at Silverado Hills)	North Canyon Golf Rd.	Bexar	TX
535	The Park at University Hills	West Hausman Rd. .75 Miles from IH 10	Bexar	TX
536	The Villages at Bulverde (also Indian Springs)	Bulverde Rd. 1.9 Miles North of Evans Rd.	Bexar	TX
537	The Waters	102 Cove East, Horseshoe Bay, TX 78657	Burnet	TX

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538	New Territory	1046 Jason's Bend	City of Sugarland	TX
539	Artesia (including The Parks, The Falls & The Vistas)	1416 Candler Drive, Prosper	Collin	TX
540	Bear Creek Ranch	1702 Chadwick Drive, Cedar Hill	Collin	TX
541	Birmingham Farms	608 Beau Drive, Wylie	Collin	TX
542	Cambridge Village	205 Joplin Drive, McKinney	Collin	TX
543	Creekside at Preston	12900 Kiltartan Drive, Frisco	Collin	TX
544	Eldorado West	2619 Powderhorn Drive & 2655 E FM-720, Little Elm	Collin	TX
545	Grand Heritage (Bear Creek)	275 San Jacinto Drive, Lavon	Collin	TX
546	Knolls of Frisco	12675 Tealsky, Frisco	Collin	TX
547	Woodbridge	North side Ranch Road, 0.5 miles west of Hwy 78	Collin	TX
548	Ames Meadows (also known as Anderson Farms)	2012 Godiva Street, Lancaster	Dallas	TX
549	La Villita	688 Arbol, Irving	Dallas	TX
550	Lakewood Townhomes	1600 Abrams Road, Dallas	Dallas	TX
551	Parkview at Addison (District A)	15570 Quorum Drive, Addison	Dallas	TX
552	The Hills at Tealwood	2505 Cornstock Dr., Mesquite	Dallas	TX
553	Harriet Creek Ranch	16448 Cowboy Trail, Justin	Denton	TX
554	Meridian (including Hidden Cove & Hidden Cove Estates)	652 Lake City Drive & 2800 Shoreline Way, Lewisville	Denton	TX
555	Wheeler Ridge	6005 English Manor Road, Denton	Denton	TX
556	Bradford Park	.8 miles S of Beechnut & W of Harlem Rd.	Fort Bend	TX
557	Cottonwood	Hawthorne Pasture Rd & Cottonwood School Rd.	Fort Bend	TX
558	Fieldstone	Morton Rd. and Farmer Rd.	Fort Bend	TX
559	Parkway Trails	Scanlin Rd and Curtis Crossing	Fort Bend	TX
560	Pointe West	24620 San Luis Pass Road, Galveston	Galveston	TX
561	Kensington Ranch	.94 Miles South FM 1518 From IH 35 along Savanna Way	Guadalupe	TX
562	Willow Bridge	1.2M East of IH 35 and Old Weiderstein Rd	Guadalupe	TX
563	2800 Polk	2800 Polk St., Houston	Harris	TX
564	Barkers Branch	Barkers Cypress Rd & Barkers Branch Rd.	Harris	TX
565	Clearwood Crossing	10431 Clearwood Crossing Blvd.	Harris	TX
566	Cypress Chase	Cypress N. Houston & Edenstone Dr.	Harris	TX
567	Cypress Landing	Mueschke Rd. & Tacoma Springs Dr.	Harris	TX
568	Grand Harbor (including The Lakes; The Estates; Harbor Shores)	Katy Fort Bend Rd & Grand Harbor Dr.	Harris	TX
569	King Lakes	Greenbush Rd. & Katy-Gaston Rd.	Harris	TX
570	Memorial Springs	Spring Cypress & Memorial Springs Blvd.	Harris	TX
571	Morton Ranch	Morton Rd. & Mason Rd.	Harris	TX
572	Spring Terrace	Kuykendahl Rd & Mossey Terrace Ln	Harris	TX
573	Tuscan Lakes	SH 96 & Tuscan Lakes Blvd.	Harris	TX
574	Vintage	Compaq Center Dr. & Chasewood Park Dr.	Harris	TX
575	Yaupon Ranch	529 & Greenhouse Rd	Harris	TX
576	Garlic Creek West	South of the intersection of FM967 & Remuda Trail	Hays	TX
577	Green Meadows	NE of the intersection of CR 119 & CR 133	Hays	TX
578	Southlake Ranch	4097 Goforth Rd.	Hays	TX
579	Hillside Park at Wakefield	FM 1187 @ Alsbury Blvd	Johnson	TX
580	Wakefield (including Wakefield Heights & Villages of Wakefield)	1237 & 1429 Tarpon Court, Burleson	Johnson	TX
581	Kendall Creek Estates	Northwest corner of Scenic Loop Rd. and Vallery Lane	Kendall	TX
582	Spring Meadow	503 Sundrop Drive, Fate	Rockwall	TX
583	Creekside Estates (also known as Parkview)	8809 Elk Creek, Fort Worth	Tarrant	TX
584	Deer Valley	217 Chalk Mountain Drive, Fort Worth	Tarrant	TX
585	Harris Ridge	803 White Fields Way, Arlington	Tarrant	TX
586	Horseshoe Bend	5003 Steeplechase Ct., Grand Prairie	Tarrant	TX
587	Parks at Boat Club (LakePointe)	5812 Deck House Road, Fort Worth	Tarrant	TX
588	Presidio Village (Reata Ranch)	2144 Burnside Drive, Fort Worth	Tarrant	TX
589	Timberland	4508 Lacebark, Keller	Tarrant	TX
590	Villages at Woodland Springs	Timberland Blvd @ Woods Edge Trail	Tarrant	TX
591	Westview (Texas at Henderson)	904 Lexington St, Fort Worth	Tarrant	TX
592	Ashbrook	S. 1st St. @ FM 1626	Travis	TX
593	Edinburgh Gardens	12461 Cameron Rd.	Travis	TX
594	Hollows	17865, 17866 & 17870 Old Burnet Rd, Jonestown	Travis	TX
595	Los Cielos	South of the intersection of Ross Rd. and Pearce Ln.	Travis	TX
596	Riverside Meadows	7024 E. Riverside Dr.	Travis	TX
597	Royal Point	192 Meister Ln.	Travis	TX
598	Stirling Bridge	West of Harris Branch Pkwy. approx 2400' S of Parmer Ln.	Travis	TX
599	The Terrace at the Preserve Condominiums	1063 Faris Dr., Lakeway	Travis	TX
600	The Woodlands	East of the intersection of FM969 & FM 3177	Travis	TX
601	Cold Springs	Parmer Lane @ Crystal Falls Parkway	Williamson	TX



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602	Creek Bend	FM1660 & Carl Stern Dr.	Williamson	TX
603	The Park at Blackhawk	NW of the intersection of Hodde Ln. and Cele Rd.	Williamson	TX
604	The Villages of Elm Creek	17510 US 290	Williamson	TX
605	Westview Meadows Subdivision	Bagdad Rd. & Municipal Dr.	Williamson	TX
606	The Oaks at Jordan Hills	8325 S 6470 W	Salt Lake	UT
607	Alcova Row (Columbia Pike)	NE Corner Columbia Pike & Randolph	Arlington	VA
608	Hiltop House	1225 N. Pierce Street & 12 N. Queen Street	Arlington	VA
609	Cambria Cove	Genito Road	Chesterfield	VA
610	Charter Colony (including Hartley Village; Sedwick Village)	Near intersection of N. Woolridge Road and Coalfield Road, Midlothian	Chesterfield	VA
611	Longmeadow	13730 Duxton Drive, Chester	Chesterfield	VA
612	Springridge	Craig Rath Blvd (SR 5656) @ Brad McNeer Parkway	Chesterfield	VA
613	Stonebridge Gardens	12300 S. Chalkley Road, Chester	Chesterfield	VA
614	Watermill (includes Silver Lake at Watermill)	2049 Rose Family Drive, Midlothian	Chesterfield	VA
615	Potomac Yard		City of Alexandria	VA
616	Eagle Lake at Plantation North	Intersection of Veranda Way and Volvo Parkway, Chesapeake (Model is at 1200 Debreck Way), Chesapeake	City of Chesapeake	VA
617	Manassas Park Station	N. of Manassas Drive on Digital Drive, Manassas Park	City of Manassas Park	VA
618	Patrick Henry Place	Entrance off of Jefferson Ave off of Hornsby Lane, Newport News (Model is at 12373 Hornsby Lane)	City of Newport News	VA
619	Plaza America III	Sunset Hills and Reston Pkwy	City of Reston	VA
620	Mansfield Farms	Intersection of Nansemond Parkway and Rochdale Lane, Suffolk	City of Suffolk	VA
621	Orchards at Glennwood	Intersection of Indian River Rd and Stumpy Lake Lane, Virginia Beach (Model is at 3928 Orchard Spring Way)	City of Virginia Beach	VA
622	Clevengers Village	Lee Highway & Route 229	Culpeper	VA
623	Alen Hill (including Piney Glen)	Telegraph Road & Woodlawn Road, Alexandria	Fairfax	VA
624	Deerfield Ridge	14014 Gill Brook Lane, Centerville	Fairfax	VA
625	East Market at Fair Lakes	Fair Lakes Parkway & West Ox Road	Fairfax	VA
626	Fair Chase	Legato Road & Lee Highway; Ruffin Drive & Cambryar Street	Fairfax	VA
627	Huntington Metro	N. Kings Highway & Huntington Park Drive, Alexandria	Fairfax	VA
628	Kingstown 51	SE of Dunstable & Castlewellen Drive	Fairfax	VA
629	Oakton Estates / Avondale Glen	Oakton Rd & Marseilles Dr; 11268 Waples Mill Road	Fairfax	VA
630	Vernon Heights	Central Avenue & Route 1	Fairfax	VA
631	Meadows Edge	387 Ewings Lane & 349 Town Run Lane; Fairfax Pike & Double Church Road	Frederick	VA
632	Shenandoah	1500 Double Tollgate Road	Frederick	VA
633	Wakeland Manor	Macedonia Church Road & Tasker Road	Frederick	VA
634	Courthouse Spring	Intersection of Belroi Rd and Erin Leigh Dr, Gloucester (Model is at 5986 Erin Leigh Dr.)	Gloucester	VA
635	Courthouse Square	Intersection of Belroi Rd Jeanne Dr, Gloucester (Model is at 7142 Jeanne Dr.)	Gloucester	VA
636	Holland Hills	2201 Hounds Run, Goochland	Goochland	VA
637	Bell Creek	9021 Vidette Lane Mechanicsville	Hanover	VA
638	Liberty Trace	360/Mechanicsville Tpke @ Jackson Arch drive	Hanover	VA
639	Four Mile Run	2804 Heather Ridge Drive, Richmond	Henrico	VA
640	Hickory Bend/Parkland Place		Henrico	VA
641	Jamerson Park at Twin Hickory	Glen Allen, VA 23059	Henrico	VA
642	Kensington	Prescott Place off Shady Grove Rd., Glen Allen	Henrico	VA
643	Mason Park	4800 Shady Grove Road	Henrico	VA
644	Turnberry	4800 Shady Grove Road	Henrico	VA
645	Wellington Park	Intersection of Grandville Arch and Wellington Circle, Smithfield (Model is at 200 Wellington Circle)	Isle of Wight	VA
646	Marywood	Entrance off of Spring Rd off of route 31 (Jamestown Rd), Williamsburg	James City County	VA
647	Brambleton / Sky Meadows (including Landbay)	Belmont Ridge & (1) Ryan Road, (2) Frontier Dr & (3) Meridian Hill Dr	Loudoun	VA
648	Brook Haven	Washington & Old Dominion Regional Trail	Loudoun	VA
649	Evergreen Village / Evergreen Rural Village	Ryan Road & Beaverdam Drive	Loudoun	VA
650	Goose Creek Village South	Route 267 & Sycolin Road	Loudoun	VA
651	Hamlets at Rokey Farms	Harmony Church Road & James Monroe Highway	Loudoun	VA
652	Lansdowne	Xerox Drive & Riverside Parkway	Loudoun	VA
653	Lansdowne Town Center	Riverside Parkway & McDowell Square	Loudoun	VA

