As filed with Securities and Exchange Commission on May 11, 2012

Registration Statement No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

MERITAGE HOMES CORPORATION

Co-registrants are listed on the following page
(Exact name of registrant as specified in its charter)

Maryland	1531	86-0611231
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(IRS Employer Identification Number)

17851 North 85th Street, Suite 300
Scottsdale, Arizona 85255
(480) 515-8100
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Larry W. Seay
Executive Vice President and Chief Financial Officer
17851 North 85th Street, Suite 300
Scottsdale, Arizona 85255
(480) 515-8100
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
Jeffrey E. Beck
Snell & Wilmer L.L.P.
One Arizona Center
400 East Van Buren
Phoenix, Arizona 85004-2202
(602) 382-6316

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective and all other conditions to the exchange offer set forth in the registration rights agreement described in the enclosed prospectus have been satisfied or waived.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☑
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to Section 8(a), may determine.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price (1)	Amount of registration fee
7% Senior Notes due 2022	$300,000,000	100%	$300,000,000	$34,380
Guarantees of 7% Senior Notes due 2022	$300,000,000	(2)	(2)	(2)

(1) The registration fee was calculated pursuant to Rule 457(f) under the Securities Act of 1933, as amended (the "Securities Act"). For purposes of this calculation, the offering price per note was assumed to be the stated principal amount of each original note that may be received by the registrant in the exchange transaction in which the notes will be offered.

(2) The guarantees are the full and unconditional guarantee of Meritage Homes Corporation's payment obligations under its 7% Senior Notes due 2022 by its direct and indirect wholly-owned subsidiaries listed as co-registrants on the following page. No separate consideration will be received for the guarantees. In accordance with Rule 457(n) under the Securities Act, no separate fee is required for the registration of guarantees.

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Table of Co-Registrants

The following direct and indirect wholly-owned subsidiaries of Meritage Homes Corporation will fully and unconditionally guarantee Meritage Homes Corporation's payment obligations under its 7% Senior Notes due 2022 and are co-registrants under this registration statement. The address, including zip code, and telephone number, including area code, of each co-registrant is 17851 North 85th Street, Suite 300, Scottsdale, Arizona 85255, (480) 515-8100.

Name of Each Co-Registrant as Specified in Its Charter	State or Other Jurisdiction of Incorporation or Organization	IRS Employer Identification No.
Meritage Paseo Crossing, LLC	Arizona	86-1006497
Meritage Paseo Construction, LLC	Arizona	86-0863537
Meritage Homes of Arizona, Inc.	Arizona	86-1028848
Meritage Homes Construction, Inc.	Arizona	86-1028847
Meritage Homes of California, Inc.	California	86-0917765
Meritage Homes of Nevada, Inc.	Arizona	43-1976353
Meritage Holdings, L.L.C.	Texas	42-1732552
Meritage Homes of Texas Holding, Inc.	Arizona	86-0875147
Meritage Homes of Texas Joint Venture Holding Company, LLC	Texas	75-2771799
Meritage Homes of Texas, LLC	Arizona	65-1308131
Meritage Homes Operating Company, LLC	Arizona	65-1308133
MTH-Cavalier, LLC	Arizona	86-0863537
MTH Golf, LLC	Arizona	56-2379206
Meritage Homes of Colorado, Inc.	Arizona	20-1091787
Meritage Homes of Florida, Inc.	Florida	59-1107583
California Urban Homes, LLC	California	20-2707345
WW Project Seller, LLC	Arizona	86-1006497
Meritage Homes of North Carolina, Inc.	Arizona	27-5411983
Carefree Title Agency, Inc.	Texas	45-3742536
M&M Fort Myers Holdings, LLC	Delaware	26-3996740

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MAY 11, 2012

PROSPECTUS

OFFER TO EXCHANGE
$300,000,000 of 7% Senior Notes due 2022
that have been registered under the Securities Act of 1933
and guaranteed fully and unconditionally by all of our existing subsidiaries
(other than our Unrestricted Subsidiaries)
for any and all of our outstanding
$300,000,000 of 7% Senior Notes due 2022
that have not been registered under the Securities Act of 1933

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2012, UNLESS EXTENDED.

We are offering to exchange up to $300 million aggregate principal amount of our registered 7% Senior Notes due 2022 (the "exchange notes"), for the identical aggregate principal amount of our outstanding unregistered 7% Senior Notes due 2022, which were issued on April 10, 2012 (the "outstanding notes"). The aggregate principal amount of the outstanding notes, and therefore, the aggregate principal amount of exchange notes which would be issued if all the outstanding notes were exchanged, is $300 million. The exchange offer will expire at 5:00 p.m., New York City time, on , 2012 unless we extend the offer. We will exchange the exchange notes for all outstanding notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer. You may withdraw tenders of outstanding notes at any time prior to the expiration of the exchange offer. The terms of the exchange notes to be issued will be identical in all material respects to those of the outstanding notes, except that the exchange notes do not have any transfer restrictions, registration rights or rights to additional interest. We will not receive any cash proceeds from the exchange offer.

The notes are our unsecured senior obligations. The notes rank equally with all of our other unsecured senior indebtedness.

Prior to the exchange offer, there has been no public market for the exchange notes. We do not currently intend to list the exchange notes on a securities exchange or seek approval for quotation of the exchange notes on an automated quotation system. Therefore, it is unlikely that an active trading market for the exchange notes will develop.

The exchange agent for the exchange offer is Wells Fargo Bank, National Association.

See "Risk Factors" beginning on page 10, for a discussion of certain factors that should be considered in evaluating the exchange offer.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2012.

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ADDITIONAL INFORMATION

This prospectus incorporates important business and financial information about us that is not included in or delivered with the document. This information is available without charge to security holders upon written or oral request. You may request a copy of this information, at no cost, by calling us or by writing to us at our principal executive offices in Arizona at the following address:

Meritage Homes Corporation
17851 North 85th Street, Suite 300
Scottsdale, Arizona 85255
Attention: Investor Relations
Telephone: (480) 515-8100

In order to obtain timely delivery, you must make your request no later than five business days before the expiration of the exchange offer. The exchange offer will expire on , 2012, unless extended.

Our obligations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), to file periodic reports and other information with the SEC may be suspended, under certain circumstances, if our common stock and exchange notes are each held by fewer than 300 holders of record at the beginning of any fiscal year and are not listed on a national securities exchange. We have agreed that, whether or not we are required to do so by the rules and regulations of the Securities and Exchange Commission (the "SEC"), for so long as any of the exchange notes remain outstanding we will furnish to the holders of the exchange notes, and if required by the Exchange Act, file with the SEC, all annual, quarterly and current reports that we are or would be required to file with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act. In addition, we have agreed that, as long as any of the outstanding notes remain outstanding, we will make the information required by Rule 144A(d)(4) under the Securities Act of 1933, as amended (the "Securities Act"), available to any prospective purchaser of outstanding notes or beneficial owner of outstanding notes in connection with a sale of them.

No person has been authorized to give any information or to make any representations, other than those contained in this prospectus. If given or made, that information or those representations may not be relied upon as having been authorized by us. This prospectus does not constitute an offer to or solicitation of any person in any jurisdiction in which such an offer or solicitation would be unlawful.

PROSPECTUS SUMMARY

The following summary highlights selected information contained elsewhere in this prospectus and may not contain all of the information that is important to you. For a more complete understanding of this exchange offer, we encourage you to read this entire document (including the documents incorporated herein by reference) and the documents to which we have referred you. Unless otherwise indicated in this prospectus, the terms "Meritage," the "Company," "we," "our" and "us" refer to Meritage Homes Corporation and its subsidiaries and predecessors as a combined entity.

MERITAGE HOMES CORPORATION

We are a leading designer and builder of single-family attached and detached homes based on the number of home closings. We build in the historically high-growth regions of the western and southern United States and offer a variety of homes that are designed to appeal to a wide range of homebuyers, including first-time, move-up, active adult and luxury. We have operations in three regions: West, Central and East, which are comprised of seven states: Arizona, California, Nevada, Texas, Colorado, Florida, and North Carolina. These three regions are our principal business segments. In 2011, we entered the Raleigh, North Carolina market and announced our expansion within Florida into the Tampa market as well as the wind-down of our operations in Nevada.

Our homebuilding and marketing activities are conducted primarily under the Meritage Homes brand, except in Arizona and Texas, where we also operate under the name Monterey Homes. At March 31, 2012, we were actively selling homes in 150 communities, with base prices ranging from approximately $105,000 to $683,000.

CORPORATE INFORMATION

We are a Maryland corporation. Our principal offices are at 17851 North 85th Street, Suite 300, Scottsdale, Arizona. Our telephone number at these offices is (480) 515-8100. Our website address is www.meritagehomes.com. The information on our website is not part of this prospectus.

RECENT DEVELOPMENTS

In the first quarter of 2012, we achieved significant improvements in sales, closings and backlog year over year. Aided by a higher beginning backlog at the start of 2012 and coupled with increased sales in the first three months, we believe our first quarter results are indicative of increased demand and consumer confidence, which should translate into higher profitability throughout the year. As interest rates and selling prices are still attractively low and while our current operating results indicate a recovering and stronger housing market, we recognize that we are still operating in a volatile economic environment and are cautiously optimistic about our future operational outlook. We believe the housing market will continue to gradually strengthen to the extent the overall economy continues to improve.

Total home closing revenue was $204.0 million for the three months ended March 31, 2012, increasing 14.9% from the same period last year. The increase in closings of 81 units was further aided by a 2.7% increase in average sales price of $7,000. We reported net loss of $4.8 million for the three months ended March 31, 2012, as compared to net loss of $6.7 million for the same period in 2011. Although closings increased over the prior year, we did not generate sufficient closing volume and gross profit to fully cover our overhead costs. Our first quarter closings are typically our lowest due to seasonality, and based on our historical trends and our high ending backlog, we expect improved results for the remainder of 2012.

At March 31, 2012, our backlog of $353.2 million reflects an increase of 44.2%, or $108.2 million, when compared to the backlog at March 31, 2011. The backlog improvement reflects a 36.2% increase in unit sales in the first quarter, as well as higher average sales price on homes sold of 2.6% for the quarter as compared to the same period a year ago. In the first quarter of 2012, we were also able to maintain our low cancellation rate on sales orders at 15% of gross orders as compared to 17% in the same period a year ago.

We have entered into preliminary discussions with various financial institutions (including affiliates of each of the initial purchasers of the notes) regarding a potential new unsecured revolving credit facility. Such discussions are at a preliminary stage and there can be no assurance that such a facility will be available on terms that are acceptable to us, or at all, and even if available, that we will enter into such a facility or any similar facility.

The following table presents selected financial and operating data of Meritage Homes Corporation and subsidiaries as of and for each of the last three years ended December 31, 2011 and as of and for the three-month periods ended March 31, 2012 and 2011 (dollars in thousands):

	Year Ended December 31,			Three Months Ended March 31,	
	2011	2010	2009	2012	2011
Operating Data:					
Homes closed (units)	3,268	3,700	4,039	759	678
Home closing revenue	$ 860,884	$ 940,406	$ 962,797	$ 204,022	$ 177,489
Homes ordered (units)	3,405	3,383	3,853	1,144	840
Sales order value	$ 907,922	$ 854,687	$ 912,301	$ 308,329	$ 220,612
Backlog at end of period (homes)	915	778	1,095	1,300	940
Backlog at end of period	$ 248,854	$ 201,816	$ 287,535	$ 353,161	$ 244,939

	Year Ended December 31,			Three Months Ended March 31,	
	2011	2010	2009	2012	2011
Balance Sheet and Cash Flow Data:					
Real estate	$ 815,425	$ 738,928	$ 675,037	$ 868,034	$ 757,653
Total assets	$ 1,221,378	$ 1,224,938	$ 1,242,667	$ 1,217,614	$ 1,218,934
Senior and senior subordinated notes	$ 606,409	$ 605,780	$ 605,009	$ 606,567	$ 605,937
Total liabilities	$ 732,466	$ 724,943	$ 757,242	$ 730,748	$ 722,367
Stockholders' equity	$ 488,912	$ 499,995	$ 485,425	$ 486,866	$ 496,567
Cash provided by / (used in)					
Operating activities	$ (74,136)	$ 32,551	$ 184,074	$ (55,362)	$ (24,563)
Investing activities	$ 141,182	$ (174,515)	$ (145,419)	$ (28,702)	$ 22,600
Financing activities	$ 2,613	$ (3,414)	$ 4,753	$ 1,055	$ 1,518

SELECTED FINANCIAL DATA

The following table presents selected historical consolidated financial and operating data of Meritage Homes Corporation and subsidiaries as of and for each of the last five years ended December 31, 2011, and as of and for the three-month period ended March 31, 2012. The financial data has been derived from our audited consolidated financial statements and related notes for the periods presented. This table should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes included in Meritage's Annual Report on Form 10-K for the year ended December 31, 2011, which is incorporated by reference herein. These historical results may not be indicative of future results.

	Historical Consolidated Financial Data (Dollars in thousands, except per share amounts)					
	Three Months Ended March 31, 2012	Year Ended December 31,				
		2011	2010	2009	2008	2007
Statement of Operations Data:						
Total closing revenue	$ 204,350	$ 861,244	$ 941,656	$ 970,313	$ 1,523,068	$ 2,343,594
Total cost of closings	$ (168,821)	$ (704,812)	$ (767,509)	$ (840,046)	$ (1,322,544)	$ (1,990,190)
Impairments	$ (293)	$ (15,324)	$ (6,451)	$ (126,216)	$ (237,439)	$ (340,358)
Gross profit/(loss)	$ 35,236	$ 141,108	$ 167,696	$ 4,051	$ (36,915)	$ 13,046
Commissions and other sales costs	$ (18,977)	$ (74,912)	$ (76,798)	$ (78,683)	$ (136,860)	$ (196,464)
General and administrative expenses	$ (14,721)	$ (64,184)	$ (59,784)	$ (59,461)	$ (64,793)	$ (104,745)
Goodwill and intangible asset impairments	—	—	—	—	$ (1,133)	$ (130,490)
Earnings/(loss) from unconsolidated entities, net (1)	$ 1,423	$ 5,849	$ 5,243	$ 4,013	$ (17,038)	$ (40,229)
Interest expense	$ (7,371)	$ (30,399)	$ (33,722)	$ (36,531)	$ (23,653)	$ (6,745)
(Loss)/gain on extinguishment of debt	$ —	—	$ (3,454)	$ 9,390	—	—
Other (loss)/income	$ (164)	$ 2,162	$ 3,303	$ 2,422	$ 4,426	$ 9,145
(Loss)/earnings before income taxes	$ (4,574)	$ (20,376)	$ 2,484	$ (154,799)	$ (275,966)	$ (456,482)
(Provision for)/benefit for income taxes	$ (180)	$ (730)	$ 4,666	$ 88,343	$ (15,969)	$ 167,631
Net (loss)/earnings	$ (4,754)	$ (21,106)	$ 7,150	$ (66,456)	$ (291,935)	$ (288,851)
(Loss)/earnings per common share:						
Basic	$ (0.15)	$ (0.65)	$ 0.22	$ (2.12)	$ (9.95)	$ (11.01)
Diluted	$ (0.15)	$ (0.65)	$ 0.22	$ (2.12)	$ (9.95)	$ (11.01)
Balance Sheet Data (at period end):						
Cash, cash equivalents, investments and securities and restricted cash	$ 276,787	$ 333,187	$ 412,642	$ 391,378	$ 205,923	$ 27,677
Real estate	$ 868,034	$ 815,425	$ 738,928	$ 675,037	$ 859,305	$ 1,267,879
Total assets	$ 1,217,614	$ 1,221,378	$ 1,224,938	$ 1,242,667	$ 1,326,249	$ 1,748,381
Senior and senior subordinated notes, loans payable and other borrowings	$ 606,567	$ 606,409	$ 605,780	$ 605,009	$ 628,968	$ 729,875
Total liabilities	$ 730,748	$ 732,466	$ 724,943	$ 757,242	$ 799,043	$ 1,018,217
Stockholders' equity	$ 486,866	$ 488,912	$ 499,995	$ 485,425	$ 527,206	$ 730,164
Cash Flow Data:						
Cash (used in)/provided by:						
Operating activities	$ (55,362)	$ (74,136)	$ 32,551	$ 184,074	$ 199,829	$ (20,613)
Investing activities	$ (28,702)	$ 141,182	$ (174,515)	$ (145,419)	$ (23,263)	$ (9,677)
Financing activities	$ 1,055	$ 2,613	$ (3,414)	$ 4,753	$ 1,680	$ 1,257

(1) Earnings/(loss) from unconsolidated entities in 2011, 2010, 2009, 2008 and 2007 includes $0, $300,000, $2.8 million, $26.0 million and $57.9 million, respectively, of joint venture investment impairments.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for the three-month period ended March 31, 2012 and for each of the years ended December 31, 2011, 2010, 2009, 2008 and 2007.

	Three Months Ended March 31, 2012	Year Ended December 31,				
		2011	2010	2009	2008	2007
Ratio of Earnings to Fixed Charges (1)	0.5x(2)	0.5x(2)	1.2x	(2)	(2)	(2)
Pro Forma Ratio of Earnings to Fixed Charges	0.4x(3)	0.5x(3)				

(1) There was no outstanding preferred stock during the periods presented; therefore, the ratio of earnings to fixed charges and earnings to combined fixed charges and preferred stock dividends were the same.

(2) Earnings were not adequate to cover fixed charges by $5.8 million, $22.9 million, $134.9 million, $237.3 million and $408.7 million for the three months ended March 31, 2012 and for the years ended December 31, 2011, 2009, 2008 and 2007, respectively.

(3) Pro forma earnings were not adequate to cover fixed charges by $6.4 million for the three months ended March 31, 2012 and $25.1 million for the year ended December 31, 2011.

For additional information, see our Annual Report on Form 10-K for the fiscal year ended December 31, 2011 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2012, which are incorporated into this prospectus by reference.

ISSUANCE OF THE OUTSTANDING NOTES

We sold the outstanding $300 million aggregate principal amount of Senior Notes due 2022 to Citigroup Global Markets Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as initial purchasers, on April 10, 2012 pursuant to a purchase agreement dated March 27, 2012, between the initial purchasers and us. The initial purchasers subsequently resold the outstanding notes in reliance on Rule 144A and Regulation S under the Securities Act. We and the initial purchasers also entered into a registration rights agreement pursuant to which we agreed to offer to exchange the outstanding notes for exchange notes registered under the Securities Act and also granted holders of the outstanding notes rights under some circumstances to have resales of outstanding notes registered under the Securities Act. The exchange offer is intended to satisfy certain of our obligations under the registration rights agreement. See “The Exchange Offer — Purposes and Effects.”

The outstanding notes were issued under an indenture dated as of April 10, 2012, between Meritage Homes Corporation, its subsidiary guarantors and Wells Fargo Bank, National Association, as trustee. The exchange notes are also being issued under this indenture and will be entitled to the benefits of this indenture. The form and terms of the exchange notes will be identical in all material respects with the form and terms of the outstanding notes, except that (1) the exchange notes will have been registered under the Securities Act and, therefore, will not bear legends describing restrictions on transfer, and (2) holders of exchange notes will not be, and upon the completion of the exchange offer, holders of outstanding notes will no longer be, entitled to certain rights under the registration rights agreement intended for the holders of unregistered securities. The exchange offer will be deemed completed upon the delivery by us to the exchange agent under the indenture of exchange notes in the same aggregate principal amount as the aggregate principal amount of outstanding notes that are validly tendered and not withdrawn by holders of outstanding notes in response to the exchange offer. See “The Exchange Offer — Termination of Certain Rights” and “— Procedures for Tendering” and “Description of the Exchange Notes.”

We used the net proceeds from the offering of the outstanding notes to repurchase or redeem all $285 million aggregate principal amount of our 6.25% Senior Notes due 2015, and we used the remaining net proceeds, together with available cash, to repurchase approximately $26 million aggregate principal amount of our outstanding 7.731% Senior Subordinated Notes due 2017. We will receive no proceeds from completion of the exchange offer.

	THE EXCHANGE OFFER
The Exchange Offer	We are offering to exchange $300 million aggregate principal amount of our 7% senior registered notes due 2022 for the identical aggregate principal amount of our outstanding unregistered 7% Senior Notes due 2022. At the date of this prospectus, $300 million principal amount of outstanding notes are outstanding. See "The Exchange Offer — Terms of the Exchange Offer."
Expiration of the Exchange Offer	5:00 p.m., New York City time, on , 2012, unless the exchange offer is extended (the day on which the exchange offer expires being the expiration date). See "The Exchange Offer — Expiration Date; Extension; Termination; Amendments."
Conditions of the Exchange Offer	The exchange offer is not conditioned upon any minimum principal amount of outstanding notes being tendered for exchange. However, the exchange offer is subject to certain customary conditions, which we may waive. See "The Exchange Offer — Conditions of the Exchange Offer."
Accrued Interest on the Outstanding Notes	The exchange notes will bear interest at the rate of 7% per annum from and including their date of issuance. When the first interest payment is made with regard to the exchange notes, we will also pay interest on the outstanding notes which are exchanged, from the date they were issued or the most recent interest date on which interest had been paid (if applicable) to, but not including, the day the exchange notes are issued. Interest on the outstanding notes which are exchanged will cease to accrue on the day prior to the day on which the exchange notes are issued. The interest rate on the outstanding notes may increase under certain circumstances if we are not in compliance with our obligations under the registration rights agreement. See "Description of the Exchange Notes."
Procedures for Tendering the Outstanding Notes	In order to exchange your outstanding notes for exchange notes, you must validly tender and not withdraw them at or before 5:00 p.m. New York City time on the expiration date. You must follow the procedures established by The Depository Trust Company ("DTC") for tendering the outstanding notes. These automated tender offer program ("ATOP") procedures require that the exchange agent receive, prior to the expiration of the exchange offer, a computer-generated message known as an "agent's message" that is transmitted through ATOP, and that DTC confirm that: • DTC has received your instructions to exchange your outstanding notes; and • you agree to be bound by the terms of the letter of transmittal. You may tender your outstanding notes for exchange notes in whole or in part in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. By agreeing to the terms of the letter of transmittal, a holder will represent to us that, among other things, the

	person acquiring the outstanding notes will be doing so in the ordinary course of the person's business, whether or not the person is the holder, that neither the holder nor any other person is engaged in, or intends to engage in, or has an arrangement or understanding with any person to participate in, the distribution of the exchange notes and that neither the holder nor any such other person is an "affiliate," as defined under Rule 405 of the Securities Act, of ours. Each broker or dealer that receives exchange notes for its own account in exchange for outstanding notes which were acquired by the broker or dealer as a result of market-making activities or other trade activities, must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. See "The Exchange Offer — Procedures for Tendering."
Guaranteed Delivery Procedures	If you wish to tender your outstanding notes and the procedures for book-entry transfer cannot be completed by the expiration of the exchange offer, you may tender your outstanding notes according to the guaranteed delivery procedures described in "The Exchange Offer — Guaranteed Delivery Procedures."
Acceptance of the Outstanding Notes and Delivery of the Exchange Notes	Upon satisfaction or waiver of all conditions to the exchange offer, we will accept any and all outstanding notes that are properly tendered in response to the exchange offer prior to 5:00 p.m., New York City time, on the expiration date. The exchange notes issued pursuant to the exchange offer will be delivered promptly after expiration of the exchange offer. See "The Exchange Offer — Procedures for Tendering."
Withdrawal Rights	Tenders of outstanding notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date. See "The Exchange Offer — Withdrawal of Tenders."
The Exchange Agent	Wells Fargo Bank, National Association is the exchange agent. The address and telephone number of the exchange agent are set forth in "The Exchange Offer — Exchange Agent."
Fees and Expenses	We will bear all expenses incident to our consummation of the exchange offer and compliance with the registration rights agreement. We will also pay any transfer taxes which are applicable to the exchange offer (but not transfer taxes due to transfers of outstanding notes or exchange notes by the holder). See "The Exchange Offer — Fees and Expenses."
Resales of the Exchange Notes	Based on interpretations by the staff of the SEC set forth in no-action letters issued to persons unrelated to us, we believe exchange notes issued pursuant to the exchange offer in exchange for outstanding notes may be offered for resale, resold and otherwise transferred by the holder (other than (1) a broker-dealer who purchased the outstanding notes directly from us for resale pursuant to Rule 144A under the Securities Act or another exemption under the Securities Act or (2) a person that is an affiliate of ours, as that term is defined

	in Rule 405 under the Securities Act), without registration or the need to deliver a prospectus under the Securities Act, provided that the holder is acquiring the exchange notes in the ordinary course of business and is not participating, and has no arrangement or understanding with any person to participate, in a distribution of the exchange notes. Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes which outstanding notes were acquired by the broker as a result of market-making or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. See "The Exchange Offer — Purposes and Effects."
Federal Income Tax Consequences	The exchange offer will not be treated as a taxable event for United States federal income tax purposes. See "Certain United States Federal Income Tax Considerations."

THE EXCHANGE NOTES

The exchange notes will evidence the same debt as the outstanding notes and will be entitled to the benefits of the indenture under which both the outstanding notes were, and the exchange notes will be, issued. The following summary is not intended to be complete. For a more detailed description of the exchange notes, see "Description of the Exchange Notes."

Securities Offered	$300,000,000 aggregate principal amount of 7% Senior Notes due 2022.
Maturity Date	April 1, 2022
Interest Rate	The exchange notes will bear interest at 7% per year (calculated using a 360-day year composed of twelve 30-day months).
Interest Payment Dates	April 1 and October 1 of each year, beginning on October 1, 2012.
Sinking Fund	None
Ranking	The exchange notes will be our senior unsecured and unsubordinated obligations and rank equally with all of our other senior unsecured and unsubordinated indebtedness from time to time outstanding.
Guarantees	All of our current wholly owned subsidiaries will guarantee the exchange notes. See "Description of the Exchange Notes — Note Guarantees."
Redemption at our Option	We may redeem any or all of the exchange notes at any time at a redemption price equal to the greater of (a) 100% of the principal amount of the notes being redeemed or (b) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed, discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the comparable treasury rate plus 50 basis points, plus, in either case, accrued and unpaid interest on the notes to the redemption date.
Exchange Offer; Registration Rights	In connection with the issuance of the outstanding notes on April 10, 2012, we and the guarantors agreed to use our reasonable best efforts to register the exchange notes with the SEC. We agreed to file a registration statement for the exchange notes within 120 days after the issue date of the outstanding notes on April 10, 2012, and we agreed to use our reasonable best efforts to cause the registration statement to be declared effective within 150 days after the issue date of the outstanding notes, and to complete the offer to exchange the exchange notes for the outstanding notes within 210 days after the issue date of the outstanding notes. If we fail to meet any of the targets listed above, the annual interest rate on the outstanding notes will increase, initially by 0.25% per year, and by an additional 0.25% for each subsequent 90-day period during which the registration default continues, up to a maximum additional interest rate of 1.0% per year. When we have cured all of the registration defaults, the interest rate on the outstanding notes will revert to the original level.

Certain Indenture Provisions	The Indenture governing the exchange notes contains covenants limiting our and some of our subsidiaries' ability to create liens securing indebtedness or enter into sale and leaseback transactions. These covenants are subject to important exceptions and qualifications. See "Description of the Exchange Notes — Certain Covenants."
Use of Proceeds	We used the net proceeds from the offering of the outstanding notes to repurchase or redeem all $285 million aggregate principal amount of our 6.25% Senior Notes due 2015, and we used the remaining net proceeds, together with available cash, to repurchase approximately $26 million aggregate principal amount of our outstanding 7.731% Senior Subordinated Notes due 2017. We will receive no proceeds from completion of the exchange offer. See "Use of Proceeds."
Offer to Repurchase Upon a Change of Control Triggering Event	Upon a Change of Control Triggering Event, we will be required to make an offer to repurchase all outstanding exchange notes at a price in cash equal to 101% of the principal amount of the exchange notes, plus any accrued and unpaid interest to, but not including, the repurchase date. See "Description of the Exchange Notes — Change of Control."
Trustee	Wells Fargo Bank, National Association
Risk Factors	Investing in the exchange notes involves a high degree of risk. See "Risk Factors" for a description of risks you should particularly consider before investing in the exchange notes.

RISK FACTORS

In this section, we describe risks relating to the exchange notes. Investors considering investing in the exchange notes should read the description of risks relating to our business included in Item 1A of our Annual Report on Form 10-K for our fiscal year ended December 31, 2011 and in our subsequent filings with the SEC. If any of those risks develop into actual events, the exchange notes or our business, financial condition, results of operations, cash flows, strategies or properties could be materially adversely affected.

Our level of indebtedness could adversely affect our financial condition and prevent us from fulfilling our obligations on the notes.

As of March 31, 2012 after giving effect to the issuance of the outstanding notes and the application of the proceeds therefrom, we would have had $595.9 million of indebtedness. In addition, subject to restrictions in the indenture governing the exchange notes offered hereby and the indentures for our existing senior and senior subordinated notes, we may incur additional indebtedness. The high level of our indebtedness could have important consequences to you, including the following:

- our ability to obtain additional financing for working capital, capital expenditures, acquisitions or general corporate purposes may be impaired;
- we must use a substantial portion of our cash flow from operations to pay interest and principal on the notes and other indebtedness, which will reduce the funds available to us for other purposes such as capital expenditures;
- our level of indebtedness may put us at a competitive disadvantage and reduce our flexibility in planning for, or responding to, changing conditions in our industry, including increased competition; and
- we are more vulnerable to economic downturns and adverse developments in our business.

We expect to obtain the money to pay our expenses and to pay the interest on the notes and the principal payments and interest on our other debt from cash flow from our operations. After giving effect to the issuance of the notes and the application of the proceeds therefrom, our current annual debt service requirements for our existing senior and senior subordinated notes is approximately $43 million.

We cannot be certain that our cash flow will be sufficient to allow us to pay principal and interest on our debt, including the exchange notes, and meet our other obligations. If we do not have sufficient funds, we may be required to refinance all or part of our existing debt, including the exchange notes, sell assets or borrow more money. We cannot guarantee that we will be able to do so on terms acceptable to us, if at all. In addition, the terms of existing or future debt agreements may restrict us from pursuing any of these alternatives.

The indentures governing our existing senior and senior subordinated notes impose significant operating and financial restrictions, which may prevent us from capitalizing on business opportunities and taking some corporate actions.

The indentures governing our existing senior and senior subordinated notes impose significant operating and financial restrictions on us. These restrictions limit the ability of us and our subsidiaries, among other things, to:

- incur additional indebtedness or liens;
- pay dividends or make other distributions;
- repurchase our stock;
- make investments;
- sell assets;
- enter into agreements restricting our subsidiaries' ability to pay dividends;

- enter into transactions with affiliates; and
- consolidate, merge or sell all or substantially all of our assets.

We cannot assure you that these covenants will not adversely affect our ability to finance our future operations or capital needs or to pursue available business opportunities. A breach of any of these covenants or our inability to maintain the required financial ratios could result in a default in respect of the related indebtedness. If a default occurs, the relevant lenders could elect to declare the indebtedness, together with accrued interest and other fees, to be immediately due and payable.

Upon a Change of Control Triggering Event, we may not have the ability to raise the funds necessary to finance the change of control offer required by the Indenture governing the notes, which would violate the terms of the exchange notes.

Upon a Change of Control Triggering Event, we will be required to make an offer to repurchase all outstanding notes at a price in cash equal to 101% of the principal amount of the exchange notes, plus any accrued and unpaid interest to, but not including, the repurchase date. To the extent that we are required to offer to repurchase the notes upon the occurrence of a Change of Control Triggering Event, we may not have sufficient funds to repurchase the notes in cash at such time. In addition, our ability to repurchase the notes for cash may be limited by law or the terms of other agreements relating to our indebtedness outstanding at the time. The failure to make such repurchase would result in a default under the Indenture governing the notes. See "Description of the Exchange Notes — Change of Control."

There is uncertainty about the meaning of the phrase "all or substantially all" under applicable laws in connection with determining whether a change of control has occurred.

One of the events that triggers our obligation to repurchase the exchange notes upon a Change in Control Triggering Event is the sale of all or substantially all of our assets. The phrase "all or substantially all" as used in the indenture varies according to the facts and circumstances of the subject transaction, has no clearly established meaning under the law that governs the indenture and is subject to judicial interpretation. In certain circumstances, there may be a degree of uncertainty in ascertaining whether a particular transaction would involve a disposition of "all or substantially all" of our assets, and therefore, it may be unclear as to whether a change of control has occurred and whether you have the right to require us to repurchase the notes.

The terms of the indenture governing the exchange notes provide only limited protection against significant corporate events that could affect adversely your investment in the exchange notes.

While the indenture governing the exchange notes contains terms intended to provide protection to holders upon the occurrence of certain events involving significant corporate transactions and our creditworthiness, these terms are limited and may not be sufficient to protect your investment in the exchange notes. As described under "Description of the Exchange Notes — Certain Covenants — Change of Control," upon the occurrence of a change of control triggering event, holders are entitled to require us to repurchase their exchange notes at 101% of their principal amount. However, the definition of the term "change of control triggering event" is limited and does not cover a variety of transactions (such as acquisitions by us or recapitalizations) that could negatively affect the value of your exchange notes. If we were to enter into a significant corporate transaction that negatively affects the value of the exchange notes, but would not constitute a change of control triggering event, you would not have any rights to require us to repurchase the exchange notes prior to their maturity, which also would adversely affect your investment.

Fraudulent conveyance considerations.

Under fraudulent conveyance laws, the guarantees by our subsidiaries might be subordinated to existing or future indebtedness incurred by those subsidiaries, or might not be enforceable, if a court or a creditors representative, such as a bankruptcy trustee, concluded that those subsidiaries:

- received less than fair consideration for the guarantees;

- were rendered insolvent as a result of issuing the guarantees;
- were engaged in a business or transaction for which our subsidiaries' remaining assets constituted unreasonably small capital;
- intended to incur, or believed that we or they would incur, debts beyond our or their ability to pay as those debts matured; or
- intended to hinder, delay or defraud our or their creditors.

The measure of insolvency varies depending upon the law of the relevant jurisdiction. Generally, however, a company is considered insolvent if its debts are greater than the fair value of its property, or if the fair saleable value of its assets is less than the amount that would be needed to pay its probable liabilities as its existing debts matured and became absolute.

Each subsidiary guarantee will contain a provision intended to limit the guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its subsidiary guarantee to be a fraudulent conveyance. This provision may not be effective to protect the subsidiary guarantees from being voided under fraudulent conveyance law.

The guarantees provided by us and our subsidiaries are subject to certain defenses that may limit your right to receive payment from the guarantors with regard to the exchange notes.

Although the guarantees provide the holders of the exchange notes with a direct claim against the assets of the guarantors, enforcement of the guarantees against any guarantor would be subject to certain "suretyship" defenses available to guarantors generally. Enforcement could also be subject to other defenses available to the guarantors in certain circumstances. To the extent that the guarantees are not enforceable, you would not be able to assert a claim successfully against such guarantors.

Because the notes are structurally subordinated to the obligations of our subsidiaries that are not guarantors, you may not be fully repaid if we become insolvent.

Substantially all of our operating assets are held by our subsidiaries. Holders of any indebtedness of any of our future subsidiaries that are not guarantors and other creditors of any of those subsidiaries, including trade creditors, have and will have access to the assets of those subsidiaries that are prior to those of the noteholders. As a result, the exchange notes are structurally subordinated to the debts, and other obligations of those non-guarantor subsidiaries.

There is no public market for the exchange notes, so you may be unable to sell the exchange notes.

The exchange notes are new securities for which there is currently no public trading market. Consequently, the exchange notes may be relatively illiquid, and you may be unable to sell your exchange notes. We do not intend to list the exchange notes on any securities exchange or to include the exchange notes in any automated quotation system.

There may be adverse consequences to holders of outstanding notes that do not tender their outstanding notes pursuant to the exchange offer.

If you fail to properly exchange your outstanding notes for exchange notes, you will continue to hold outstanding notes subject to transfer restrictions, and the liquidity of the trading market for any untendered outstanding notes may be substantially limited.

We will only issue exchange notes in exchange for outstanding notes that you timely and properly tender. You should allow sufficient time to ensure timely delivery of the outstanding notes, and you should carefully follow the instructions on how to tender your outstanding notes set forth under the "The Exchange Offer — Procedures for Tendering" and in the letter of transmittal that accompanies this prospectus. Neither we nor the exchange agent are required to notify you of any defects or irregularities relating to your tender of notes.

The holders of outstanding notes that do not exchange them pursuant to this exchange offer will continue to be subject to restrictions on the transfer of the outstanding notes because the issuance of the outstanding notes was not registered under the Securities Act or registered or qualified under any state securities laws. We do not currently anticipate that, except in certain limited circumstances, we will register the outstanding notes under the Securities Act. To the extent that we exchange outstanding notes as a result of this exchange offer, the ability to trade untendered outstanding notes may be adversely affected.

USE OF PROCEEDS

We used the net proceeds from the offering of the outstanding notes to repurchase or redeem all $285 million aggregate principal amount of our 6.25% Senior Notes due 2015, and we used the remaining net proceeds, together with available cash, to repurchase approximately $26 million aggregate principal amount of our outstanding 7.731% Senior Subordinated Notes due 2017. We will receive no proceeds from completion of the exchange offer.

CAPITALIZATION

The table below shows our cash and cash equivalents and capitalization on an actual, and as adjusted basis as of March 31, 2012. The as adjusted data gives effect to the issuance of $300 million aggregate principal amount of the notes and the use of the proceeds (together with cash on hand) to repurchase or redeem all of our 6.25% Senior Notes due 2015 and to repurchase approximately $26.1 million aggregate principal amount of our outstanding 7.731% Senior Subordinated Notes due 2017.

	As of March 31, 2012	
	Actual	As Adjusted
	(In thousands)	
Cash and equivalents, investments and securities and restricted cash (1)	$ 276,787	$ 256,889
Debt:		
6.25% Senior Notes due 2015 (2)	284,584	—
7.731% Senior Subordinated Notes due 2017	125,875	99,825
7.15% Senior Notes due 2020 (3)	196,108	196,108
7.00% Senior Notes due 2022 offered hereby	—	300,000
Total debt	606,567	595,933
Stockholders' equity:		
Preferred stock, par value $0.01, none issued and outstanding	—	—
Common stock, par value $0.01	406	406
Additional paid-in capital	481,545	481,545
Retained earnings	193,688	188,147
Treasury stock, at cost	(188,773)	(188,773)
Total stockholders' equity	486,866	481,325
Total capitalization	$ 1,093,433	$ 1,077,258

(1) Change in balance includes an estimated loss of $3.7 million on the call of existing debt.
(2) Net of unamortized discount of $416,000 at March 31, 2012.
(3) Net of unamortized discount of $3.9 million at March 31, 2012.

DESCRIPTION OF THE EXCHANGE NOTES

As used below in this "Description of the Exchange Notes" section, the "Issuer" means Meritage Homes Corporation, a Maryland corporation, and its successors, but not any of its subsidiaries. The Issuer will issue the exchange notes described herein (which we sometimes refer to as the "Notes" or the "notes") under an indenture, dated as of April 10, 2012, among the Issuer, the Guarantors and Wells Fargo Bank, National Association, as trustee. The terms of the notes include those set forth in the indenture and those made part of the indenture by reference to the Trust Indenture Act.

The following is a summary of the material terms and provisions of the notes. As used in this "Description of the Exchange Notes," the terms "Notes" and "notes" mean the series of the Issuer's senior debt securities issued under the indenture designated as its 7% Senior Notes due 2022, in each case except as otherwise expressly provided or as the context otherwise requires. The following summary does not purport to be a complete description of the notes and is subject to the detailed provisions of the indenture. You can find definitions of certain terms used in this description under the heading "— Certain Definitions."

PRINCIPAL, MATURITY AND INTEREST

The notes will mature on April 1, 2022. The notes will bear interest at the rate shown on the cover page of this prospectus, payable on April 1 and October 1 of each year, commencing on October 1, 2012, to Holders of record at the close of business on March 15 or September 15, as the case may be immediately preceding the relevant interest payment date. Interest on the notes will be computed on the basis of a 360-day year of twelve 30-day months.

The notes will be issued in registered form, without coupons, and in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The Issuer may issue an unlimited amount of notes having identical terms and conditions to the notes being issued in this offering (the "**Additional Notes**"). Any Additional Notes will be part of the same issue as the notes being issued in this offering and will vote on all matters as one class with the notes being issued in this offering, including, without limitation, waivers, amendments, redemptions and offers to purchase. For purposes of the "Description of the Exchange Notes," references to the notes include Additional Notes, if any.

METHODS OF RECEIVING PAYMENTS ON THE NOTES

If a holder has given wire transfer instructions to the Issuer at least ten business days prior to the applicable payment date, the Issuer will make all payments (but only to the extent the Issuer acts as its own paying agent) on such holder's notes in accordance with those instructions. Otherwise, payments on the notes will be made at the office or agency of the paying agent and registrar for the notes within the City and State of Minneapolis, Minnesota unless the Issuer elects to make interest payments (but only to the extent the Issuer acts as its own paying agent) by check mailed to the holders at their addresses set forth in the register of holders.

RANKING

The notes will be general unsecured obligations of the Issuer. The notes will rank senior in right of payment to all future obligations of the Issuer that are, by their terms, expressly subordinated in right of payment to the notes and *pari passu* in right of payment with all existing and future unsecured obligations of the Issuer that are not so subordinated. Each note guarantee will be a general unsecured obligation of the Guarantor thereof and will rank senior in right of payment to all future obligations of such Guarantor that are, by their terms, expressly subordinated in right of payment to such note guarantee and *pari passu* in right of payment with all existing and future unsecured obligations of such Guarantor that are not so subordinated.

The notes and each note guarantee will be effectively subordinated to secured Indebtedness of the Issuer and the applicable Guarantor to the extent of the value of the assets securing such Indebtedness. Although the indenture contains limitations on the amount of additional Secured Indebtedness that the Issuer and the Subsidiaries may incur, under certain circumstances, the amount of this Indebtedness could be substantial. See "— Certain Covenants — Limitations on Secured Indebtedness."

NOTE GUARANTEES

The Issuer's obligations under the notes and the indenture will be jointly and severally guaranteed by each Guarantor.

As of the date of the issuance of the notes offered by this prospectus, all of our Subsidiaries except for our Unrestricted Subsidiaries will be Guarantors. However, our future Financing Services Subsidiaries will not be required to guarantee the notes. See "— Certain Covenants — Additional Note Guarantees." In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor Subsidiaries, these non-guarantor Subsidiaries will pay the holders of their debts and their trade creditors before they will be able to distribute any of their assets to us.

The obligations of each Guarantor under its note guarantee will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its note guarantee or pursuant to its contribution obligations under the indenture, result in the obligations of such Guarantor under its note guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. However, this provision may not be effective to protect the subsidiary guarantees from being voided under fraudulent conveyance law. Each Guarantor that makes a payment for distribution under its note guarantee is entitled to a contribution from each other Guarantor in a *pro rata* amount based on adjusted net assets of each Guarantor.

In the event of a sale or other disposition of all of the assets of any Guarantor, by way of merger, consolidation or otherwise, or a sale or other disposition of all of the Equity Interests of any Guarantor then held by the Issuer and the Subsidiaries, then that Guarantor will be released and relieved of any obligations under its note guarantee.

OPTIONAL REDEMPTION

We may, at our option, redeem the notes in whole at any time or in part from time to time, on at least 30 but not more than 60 days' prior notice to holders, at a redemption price equal to the greater of:

- 100% of the principal amount of the notes being redeemed, or
- the sum of the present values of the Remaining Scheduled Payments on the notes being redeemed, discounted to the date of redemption, on a semiannual basis, at the Treasury Rate plus 50 basis points (0.50%).

We will also pay accrued interest on the notes being redeemed to the date of redemption. In determining the redemption price and accrued interest, interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Reference Treasury Dealer as having a maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes.

"**Comparable Treasury Price**" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if fewer than four such Reference Treasury Dealer Quotations are provided to the trustee, the average of all such quotations.

"**Reference Treasury Dealer**" means Citigroup Global Markets Inc. and its successors;*provided*, *however*, that, if the foregoing ceases to be a primary U.S. Government securities dealer in the United States (a "**Primary Treasury Dealer**"), we will substitute another Primary Treasury Dealer.

"**Reference Treasury Dealer Quotation**" means, with respect to the Reference Treasury Dealer and any redemption date, the average, as determined by the Issuer, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the trustee by the Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"**Remaining Scheduled Payments**" means, with respect to any note, the remaining scheduled payments of the principal (or of the portion) thereof to be redeemed and interest thereon that would be due after the related redemption date but for such redemption; *provided*, *however*, that, if such redemption date is not an interest payment date with respect to such note, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

"**Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

The Issuer may acquire notes by means other than a redemption, whether pursuant to an issuer tender offer, open market purchase or otherwise, so long as the acquisition does not otherwise violate the terms of the indenture.

SELECTION AND NOTICE OF REDEMPTION

In the event that less than all of the notes are to be redeemed at any time pursuant to an optional redemption, selection of the notes for redemption will be made by the trustee in compliance with the requirements of the principal national securities exchange, if any, on which the notes are listed or, if the notes are not then listed on a national securities exchange, prorated, by lot or by such method as may be required by DTC's procedures; *provided*, however, that no notes of a principal amount of $2,000 or less shall be redeemed in part.

Notice of redemption will be mailed by first-class mail (in the case of notes held in book entry form, sent by electronic transmission) at least 30 but not more than 60 days before the date of redemption to each holder of notes to be redeemed at its registered address. If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of the note to be redeemed. A new note in a principal amount equal to the unredeemed portion of the note will be issued in the name of the holder of the note upon cancellation of the original note. On and after the date of redemption, interest will cease to accrue on notes or portions thereof called for redemption so long as the Issuer has deposited with the paying agent for the notes funds in satisfaction of the redemption price (including accrued and unpaid interest on the notes to be redeemed) pursuant to the indenture.

CHANGE OF CONTROL

Upon the occurrence of a Change of Control Triggering Event, each holder will have the right to require that the Issuer purchase that holder's notes for a cash price (the "**Change of Control Purchase Price**") equal to 101% of the principal amount of the notes to be purchased, plus accrued and unpaid interest thereon, if any, to the date of purchase.

Within 30 days following a Change of Control Triggering Event, the Issuer will mail, or caused to be mailed (in the case of notes held in book entry form, sent by electronic transmission), to the holders a notice:

(1) describing the transaction or transactions that constitute the Change of Control;

(2) offering to purchase, pursuant to the procedures required by the indenture and described in the notice, on a date specified in the notice (which shall be a business day not earlier than 30 days nor later than 60 days from the date the notice is sent) and for the Change of Control Purchase Price, all notes properly tendered by such holder pursuant to such change of control offer; and

(3) describing the procedures that holders must follow to accept the change of control offer.

The change of control offer is required to remain open for at least 20 business days or for such longer period as is required by law.

The Issuer will publicly announce the results of the change of control offer on or as soon as practicable after the date of purchase.

If a change of control offer is made, there can be no assurance that the Issuer will have available funds sufficient to pay for all or any of the notes that might be delivered by holders seeking to accept the change of control offer. In addition, we cannot assure you that in the event of a Change of Control Triggering Event the Issuer will be able to obtain the consents necessary to consummate a change of control offer from the lenders under agreements governing outstanding Indebtedness which may prohibit the offer.

The provisions described above that require us to make a change of control offer following a Change of Control Triggering Event will be applicable regardless of whether any other provisions of the indenture are applicable. Except as described above with respect to a Change of Control Triggering Event, the indenture does not contain provisions that permit the holders of the notes to require that the Issuer purchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

The Issuer's obligation to make a change of control offer will be satisfied if a third party makes the change of control offer in the manner and at the times and otherwise in compliance with the requirements applicable to a change of control offer made by the Issuer and purchases all notes properly tendered and not withdrawn under the change of control offer.

A "Change of Control" includes certain sales of all or substantially all of the assets of the Issuer and the Subsidiaries. The phrase "all or substantially all" as used in the indenture (including as set forth under "— Certain Covenants — Limitations on Mergers, Consolidations, Etc." below) varies according to the facts and circumstances of the subject transaction, has no clearly established meaning under New York law (which governs the indenture) and is subject to judicial interpretation. Accordingly, in certain circumstances there may be a degree of uncertainty in ascertaining whether a particular transaction would involve a disposition of "all or substantially all" of the assets of the Issuer, and therefore it may be unclear as to whether a Change of Control has occurred and whether the holders have the right to require the Issuer to purchase notes.

The Issuer will comply with applicable tender offer rules, including the requirements of Rule 14e-l under the Exchange Act and any other applicable laws and regulations in connection with the purchase of notes pursuant to a change of control offer. To the extent that the provisions of any securities laws or regulations conflict with the "Change of Control" provisions of the indenture, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the "Change of Control" provisions of the indenture by virtue of this compliance.

CERTAIN COVENANTS

In connection with the notes, we have not agreed to any financial covenants or any restrictions on the payment of dividends or the issuance or repurchase of our securities. We have agreed to no covenants or other provisions to protect holders of the notes in the event of a highly leveraged transaction, other than with respect to certain change in control transactions. See "— Change of Control."

Restrictions on Secured Debt

The indenture provides that the Issuer will not, and will not cause or permit a Restricted Subsidiary to, create, incur, assume or guarantee any Secured Debt unless the notes will be secured equally and ratably with (or prior to) such Secured Debt, with certain exceptions. This restriction does not prohibit the creation, incurrence, assumption or guarantee of Secured Debt which is secured by:

(1) Liens on model homes, homes held for sale, homes that are under contract for sale, contracts for the sale of homes, land (improved or unimproved), manufacturing plants, warehouses or office buildings and fixtures and equipment located thereat, or thereon;

(2) Liens on assets of a Person existing at the time such Person is acquired or merged with or into or consolidated with the Issuer or any such Restricted Subsidiary (and not created in anticipation or contemplation thereof);

(3) Liens arising from conditional sales agreements or title retention agreements with respect to property acquired by the Issuer or a Restricted Subsidiary; and

(4) Liens securing Indebtedness of a Restricted Subsidiary owed to the Issuer or to a Wholly Owned Restricted Subsidiary of the Issuer.

Additionally, such permitted Secured Debt includes any amendment, restatement, supplement, renewal, replacement, extension or refunding in whole or in part, of Secured Debt permitted at the time of the original incurrence thereof.

In addition, the Issuer and its Restricted Subsidiaries may create, incur, assume or guarantee Secured Debt, without equally or ratably securing the notes, if immediately thereafter the sum of (1) the aggregate principal amount of all Secured Debt outstanding (excluding (i) Secured Debt permitted under clauses (1) through (4) above and (ii) any Secured Debt in relation to which the notes have been equally and ratably secured) and (2) all Attributable Debt in respect of Sale and Leaseback Transactions (excluding Attributable Debt in respect of Sale and Leaseback Transactions satisfying the conditions set forth in clauses (1), (2) and (3) under "— Restrictions on Sale and Leaseback Transactions") as of the date of determination would not exceed 20% of Consolidated Net Tangible Assets.

The provisions described above with respect to limitations on Secured Debt are not applicable to Non-Recourse Land Financing by virtue of the definition of Secured Debt, and will not restrict or limit our or our Restricted Subsidiaries' ability to create, incur, assume or guarantee any unsecured Indebtedness, or of any subsidiary which is not a Restricted Subsidiary to create, incur, assume or guarantee any secured or unsecured Indebtedness.

Restrictions on Sale and Leaseback Transactions

The indenture provides that the Issuer will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction, unless:

(1) written notice is promptly given to the trustee of the Sale and Leaseback Transaction;

(2) fair value is received by the Issuer or the relevant Restricted Subsidiary for the property sold (as determined in good faith pursuant to a resolution of the Board of Directors of the Issuer delivered to the trustee); and

(3) the Issuer or such Restricted Subsidiary, within 365 days after the completion of the Sale and Leaseback Transaction, applies an amount equal to the net proceeds therefrom either:

- to the redemption, repayment or retirement of debt securities of any series under the indenture (including the cancellation by the trustee of any debt securities of any series delivered by the Issuer to the trustee) or Senior Indebtedness of the Issuer, or
- to the purchase by the Issuer or any Restricted Subsidiary of the Issuer of property substantially similar to the property sold or transferred.

In addition, the Issuer and its Restricted Subsidiaries may enter into a Sale and Leaseback Transaction if immediately thereafter the sum of (1) the aggregate principal amount of all Secured Debt outstanding (excluding Secured Debt permitted under clauses (1) through (4) described in "— Restrictions on Secured Debt," above or Secured Debt in relation to which the notes have been equally and ratably secured) and (2) all Attributable Debt in respect of Sale and Leaseback Transactions (excluding Attributable Debt in respect of Sale and Leaseback Transactions satisfying the conditions set forth in clauses (1), (2) and (3) above) as of the date of determination would not exceed 20% of Consolidated Net Tangible Assets.

Limitations on Mergers, Consolidations, Etc.

The Issuer will not, directly or indirectly, in a single transaction or a series of related transactions, (a) consolidate or merge with or into (other than a merger that satisfies the requirements of clause (1) below with a Wholly Owned Restricted Subsidiary solely for the purpose of changing the Issuer's jurisdiction of incorporation to another State of the United States), or sell, lease, transfer, convey or otherwise dispose of or assign all or substantially all of the assets of the Issuer or the Issuer and its Restricted Subsidiaries (taken as a whole) or (b) adopt a plan of liquidation unless, in either case:

(1) either:

(a) the Issuer will be the surviving or continuing Person; or

(b) the Person formed by or surviving such consolidation or merger or to which such sale, lease, conveyance or other disposition shall be made (or, in the case of a plan of liquidation, any Person to which assets are transferred) (collectively, the "**Successor**") is a corporation or limited liability company organized and existing under the laws of any State of the United States of America or the District of Columbia, and the Successor expressly assumes, by supplemental indenture in form and substance satisfactory to the trustee, all of the obligations of the Issuer under the notes, the indenture and the Registration Rights Agreement; *provided* that at any time the Successor is a limited liability company, there shall be a co-issuer of the notes that is a corporation; and

(2) immediately after giving effect to such transaction and the assumption of the obligations as set forth in clause (1)(b) above and the incurrence of any Indebtedness to be incurred in connection therewith, no Default shall have occurred and be continuing.

Except as provided under the caption "— Note Guarantees," no Guarantor may consolidate with or merge with or into another Person, whether or not affiliated with such Guarantor, unless:

(1) either:

(a) such Guarantor will be the surviving or continuing Person; or

(b) the Person formed by or surviving any such consolidation or merger assumes, by supplemental indenture in form and substance satisfactory to the trustee, all of the obligations of such Guarantor under the note guarantee of such Guarantor, the indenture and the Registration Rights Agreement; and

(2) immediately after giving effect to such transaction, no Default shall have occurred and be continuing.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the assets of one or more Restricted Subsidiaries, the Equity Interests of which constitute all or substantially all of the assets of the Issuer, will be deemed to be the transfer of all or substantially all of the assets of the Issuer.

Upon any consolidation, combination or merger of the Issuer or a Guarantor, or any transfer of all or substantially all of the assets of the Issuer in accordance with the foregoing, in which the Issuer or such Guarantor is not the continuing obligor under the notes or its note guarantee, the surviving entity formed by such consolidation or into which the Issuer or such Guarantor is merged or to which the conveyance, lease or transfer is made will succeed to, and be substituted for, and may exercise every right and power of, the Issuer or such Guarantor under the indenture, the notes and the note guarantees with the same effect as if such surviving entity had been named therein as the Issuer or such Guarantor and, except in the case of a conveyance, transfer or lease, the Issuer or such Guarantor, as the case may be, will be released from the obligation to pay the principal of and interest on the notes or in respect of its note guarantee, as the case may be, and all of the Issuer's or such Guarantor's other obligations and covenants under the notes, the indenture and its note guarantee, if applicable.

Notwithstanding the foregoing, any Restricted Subsidiary may merge into the Issuer or another Restricted Subsidiary.

Additional Note Guarantees

If, after the Issue Date, the Issuer or any Restricted Subsidiary shall acquire or create another Restricted Subsidiary, then the Issuer shall cause such Subsidiary to:

(1) execute and deliver to the trustee (a) a supplemental indenture in form and substance satisfactory to the trustee pursuant to which such Restricted Subsidiary shall unconditionally guarantee all of the Issuer's obligations under the notes and the indenture and (b) a notation of guarantee in respect of its note guarantee; and

(2) deliver to the trustee one or more opinions of counsel that such supplemental indenture:

(a) has been duly authorized, executed and delivered by such Restricted Subsidiary and

(b) constitutes a valid and legally binding obligation of such Restricted Subsidiary in accordance with its terms.

Reports

Whether or not required by the SEC, so long as any notes are outstanding, the Issuer will furnish to the trustee and the holders of notes, within the time periods specified in the SEC's rules and regulations (including any grace periods or extensions permitted by the SEC):

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Issuer were required to file these Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by the Issuer's independent registered public accounting firm; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Issuer were required to file these reports.

In addition, whether or not required by the SEC, the Issuer will file a copy of all of the information and reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept the filing) and make the information available to securities analysts and prospective investors upon request. The Issuer and the Guarantors have

agreed that, for so long as any notes remain outstanding, the Issuer will furnish to the holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

EVENTS OF DEFAULT

Each of the following is an "**Event of Default**":

(1) failure by the Issuer to pay interest on any of the notes when it becomes due and payable and the continuance of any such failure for 30 days;

(2) failure by the Issuer to pay the principal on any of the notes when it becomes due and payable, whether at stated maturity, upon redemption, upon purchase, upon acceleration or otherwise;

(3) failure by the Issuer to comply with any of its agreements or covenants described above under "— Certain Covenants — Limitations on Mergers, Consolidations, Etc.";

(4) failure by the Issuer to comply with any other agreement or covenant in the indenture and continuance of this failure for 30 days after notice of the failure has been given to the Issuer by the trustee or by the holders of at least 25% of the aggregate principal amount of the notes then outstanding;

(5) default under any mortgage, indenture or other instrument or agreement under which there may be issued or by which there may be secured or evidenced Indebtedness (other than Non-Recourse Land Financing) of the Issuer or any Restricted Subsidiary, whether such Indebtedness now exists or is incurred after the Issue Date, which default:

(a) is caused by a failure to pay when due principal on such Indebtedness within the applicable express grace period,

(b) results in the acceleration of such Indebtedness prior to its express final maturity, or

(c) results in the commencement of judicial proceedings to foreclose upon, or to exercise remedies under applicable law or applicable security documents to take ownership of, the assets securing such Indebtedness,

And in each case, the principal amount of such Indebtedness, together with any other Indebtedness with respect to which an event described in clause (a), (b) or (c) has occurred and is continuing, aggregates (i) $15.0 million or more or (ii) such lesser amount as may be applicable to the corresponding event of default in any other capital markets Indebtedness (other than Non-Recourse Land Financing) of the Issuer or any of its Restricted Subsidiaries which is outstanding on the Issue Date (the "**cross acceleration provisions**");

(6) one or more judgments or orders that exceed (i) $15.0 million or (ii) such lesser amount as may be applicable to the corresponding event of default in any other capital market Indebtedness (other than Non-Recourse Land Financing) of the Issuer or any of its Restricted Subsidiaries which is outstanding on the Issue Date, in each case, in the aggregate (net of amounts covered by insurance or bonded) for the payment of money have been entered by a court or courts of competent jurisdiction against the Issuer or any Restricted Subsidiary and such judgment or judgments have not been satisfied, stayed, annulled or rescinded within 60 days of being entered (the "**judgment default provisions**");

(7) the Issuer or any Significant Subsidiary pursuant to or within the meaning of any bankruptcy law:

(a) commences a voluntary case,

(b) consents to the entry of an order for relief against it in an involuntary case,

(c) consents to the appointment of a custodian of it or for all or substantially all of its assets, or

(d) makes a general assignment for the benefit of its creditors;

(8) a court of competent jurisdiction enters an order or decree under any bankruptcy law that:

(a) is for relief against the Issuer or any Significant Subsidiary as debtor in an involuntary case,

(b) appoints a custodian of the Issuer or any Significant Subsidiary or a custodian for all or substantially all of the assets of the Issuer or any Significant Subsidiary, or

(c) orders the liquidation of the Issuer or any Significant Subsidiary,

and the order or decree remains unstayed and in effect for 60 days; or

(9) any note guarantee of any Significant Subsidiary ceases to be in full force and effect (other than in accordance with the terms of such note guarantee and the indenture) or is declared null and void and unenforceable or found to be invalid or any Guarantor denies its liability under its note guarantee (other than by reason of release of a Guarantor from its note guarantee in accordance with the terms of the indenture and the note guarantee).

If an Event of Default (other than an Event of Default specified in clause (7) or (8) above with respect to the Issuer), shall have occurred and be continuing under the indenture, the trustee, by written notice to the Issuer, or the holders of at least 25% in aggregate principal amount of the notes then outstanding by written notice to the Issuer and the trustee, may declare all amounts owing under the notes to be due and payable immediately. Upon such declaration of acceleration, the aggregate principal of and accrued and unpaid interest on the outstanding notes shall immediately become due and payable; *provided*, *however*, that after such acceleration, but before a judgment or decree based on acceleration, the holders of a majority in aggregate principal amount of such outstanding notes may, under certain circumstances, rescind and annul such acceleration if all Events of Default, other than the nonpayment of accelerated principal and interest, have been cured or waived as provided in the indenture. If an Event of Default specified in clause (7) or (8) with respect to the Issuer occurs, all outstanding notes shall become due and payable without any further action or notice.

The trustee shall, within 30 days after the occurrence of any Default with respect to the notes, give the holders written notice of all uncured Defaults thereunder known to it; *provided*, *however*, that, except in the case of an Event of Default in payment with respect to the notes or a Default in complying with "— Certain Covenants — Limitations on Mergers, Consolidations, Etc.," the trustee shall be protected in withholding such notice if and so long as a committee of its trust officers in good faith determines that the withholding of such notice is in the interest of the holders.

No holder will have any right to institute any proceeding with respect to the indenture or for any remedy thereunder, unless the trustee:

(1) has failed to act for a period of 60 days after receiving written notice of a continuing Event of Default by such holder and a request to act by holders of at least 25% in aggregate principal amount of notes outstanding;

(2) has been offered indemnity satisfactory to it in its reasonable judgment; and

(3) has not received from the holders of a majority in aggregate principal amount of the outstanding notes a direction inconsistent with such request.

However, such limitations do not apply to a suit instituted by a holder of any Note for enforcement of payment of the principal of or interest on such note on or after the due date therefor (after giving effect to the grace period specified in clause (1) of the first paragraph of this "— Events of Default" section).

The Issuer is required to deliver to the trustee annually a statement regarding compliance with the indenture and, upon any officer of the Issuer becoming aware of any Default, a statement specifying such Default and what action the Issuer is taking or proposes to take with respect thereto.

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

The Issuer may, at its option and at any time, elect to have its obligations and the obligations of the Guarantors discharged with respect to the outstanding notes. Legal defeasance means that the Issuer and the Guarantors shall be deemed to have paid and discharged the entire indebtedness represented by the notes and the note guarantees, and the Indenture shall cease to be of further effect as to all outstanding notes and note guarantees, except as to:

(1) rights of holders to receive payments in respect of the principal of and interest on the notes when such payments are due from the trust funds referred to below,

(2) the Issuer's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes, and the maintenance of an office or agency for payment and money for security payments held in trust,

(3) the rights, powers, trust, duties, and immunities of the trustee, and the Issuer's obligation in connection therewith, and

(4) the legal defeasance provisions of the indenture.

In addition, the Issuer may, at its option and at any time, elect to have its obligations and the obligations of the Guarantors released with respect to most of the covenants under the indenture (including, without limitation, the cross acceleration provisions and the judgment default provisions), except as described otherwise in the indenture, and thereafter any omission to comply with such obligations shall not constitute a Default. In the event covenant defeasance occurs, certain Events of Default (not including nonpayment and, solely for a period of 91 days following the deposit referred to in clause (1) of the next paragraph, bankruptcy, receivership, rehabilitation and insolvency events) will no longer apply. Covenant defeasance will not be effective until such bankruptcy, receivership, rehabilitation and insolvency events no longer apply. The Issuer may exercise its legal defeasance option regardless of whether it previously exercised covenant defeasance.

In order to exercise either legal defeasance or covenant defeasance:

(1) the Issuer must irrevocably deposit with the trustee, in trust, for the benefit of the holders, U.S. legal tender, U.S. Government obligations or a combination thereof, in such amounts as will be sufficient (without reinvestment) in the opinion of a nationally recognized firm of independent public accountants selected by the Issuer, to pay the principal of and interest on the notes on the stated date for payment or on the redemption date of the principal or installment of principal of or interest on the notes, and the trustee must have a valid, perfected, exclusive security interest in such trust,

(2) in the case of legal defeasance, the Issuer shall have delivered to the trustee an opinion of counsel in the United States reasonably acceptable to the trustee confirming that:

(a) the Issuer has received from, or there has been published by the Internal Revenue Service, a ruling, or

(b) since the date of the indenture, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon this opinion of counsel shall confirm that, the holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the legal defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such legal defeasance had not occurred,

(3) in the case of covenant defeasance, the Issuer shall have delivered to the trustee an opinion of counsel in the United States reasonably acceptable to the trustee confirming that the holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the covenant defeasance had not occurred,

(4) no Default shall have occurred and be continuing on the date of such deposit (other than a Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowing),

(5) the legal defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a default under the indenture or any other material agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound,

(6) the Issuer shall have delivered to the trustee an officers' certificate stating that the deposit was not made by it with the intent of preferring the holders over any other of its creditors or with the intent of defeating, hindering, delaying or defrauding any other of its creditors or others, and

(7) the Issuer shall have delivered to the trustee an officers' certificate and an opinion of counsel, each stating that the conditions provided for in, in the case of the officers' certificate, clauses (1) through (6) and, in the case of the opinion of counsel, clauses (1) (with respect to the validity and perfection of the security interest), (2) and/or (3) and (5) of this paragraph have been complied with.

If the funds deposited with the trustee to effect covenant defeasance are insufficient to pay the principal of and interest on the notes when due, then our obligations and the obligations of Guarantors under the indenture will be revived and no such defeasance will be deemed to have occurred.

SATISFACTION AND DISCHARGE

The Indenture will be discharged and will cease to be of further effect (except as to rights of registration of transfer or exchange of notes which shall survive until all notes have been canceled) as to all outstanding notes when either:

(1) all the notes that have been authenticated and delivered (except lost, stolen or destroyed notes which have been replaced or paid and notes for whose payment money has been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from this trust) have been delivered to the trustee for cancellation, or

(2) (a) all notes not delivered to the trustee for cancellation otherwise have become due and payable or have been called for redemption pursuant to the provisions described under "— Optional Redemption," and the Issuer has irrevocably deposited or caused to be deposited with the trustee trust funds in trust in an amount of money sufficient to pay and discharge the entire Indebtedness (including all principal and accrued interest) on the notes not theretofore delivered to the trustee for cancellation,

(b) the Issuer has paid all sums payable by it under the indenture,

(c) the Issuer has delivered irrevocable instructions to the trustee to apply the deposited money toward the payment of the notes at maturity or on the date of redemption, as the case may be, and

(d) the trustee, for the benefit of the holders, has a valid, perfected, exclusive security interest in this trust.

In addition, the Issuer must deliver an officers' certificate and an opinion of counsel (as to legal matters) stating that all conditions precedent to satisfaction and discharge have been complied with.

TRANSFER AND EXCHANGE

A holder will be able to register the transfer of or exchange of any notes only in accordance with the provisions of the indenture. The registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the indenture. Without the prior consent of the Issuer, the registrar is not required (1) to register the transfer of or exchange any Note selected for redemption, (2) to register the transfer of or exchange any note for a period of 15 days before a selection of notes to be redeemed or (3) to register the transfer or exchange of a note between a record date and the next succeeding interest payment date.

The notes will be issued in registered form and the registered holder will be treated as the owner of such note for all purposes.

AMENDMENT, SUPPLEMENT AND WAIVER

Subject to certain exceptions, the indenture or the notes may be amended with the consent (which may include consents obtained in connection with a tender offer or exchange offer for notes) of the holders of at least a majority in principal amount of the notes then outstanding, and any existing Default under, or compliance with any provision of, the Indenture may be waived (other than any continuing Default in the payment of the principal or interest on the notes) with the consent (which may include consents obtained in connection with a tender offer or exchange offer for notes) of the holders of a majority in principal amount of the notes then outstanding; *provided* that:

(a) no such amendment may, without the consent of the holders of two-thirds in aggregate principal amount of notes then outstanding, amend the obligation of the Issuer under the heading "— Change of Control" or the related definitions that could adversely affect the rights of any holder; and

(b) without the consent of each holder affected, the Issuer and the trustee may not:

(1) change the maturity of any note;

(2) reduce the amount, extend the due date or otherwise affect the terms of any scheduled payment of interest on or principal of the notes;

(3) reduce any premium payable upon optional redemption of the notes, change the date on which any notes are subject to redemption or otherwise alter the provisions with respect to the redemption of the notes;

(4) make any note payable in money or currency other than that stated in the notes;

(5) modify or change any provision of the indenture or the related definitions to affect the ranking of the notes or any note guarantee in a manner that adversely affects the holders;

(6) reduce the percentage of holders necessary to consent to an amendment or waiver to the indenture or the notes;

(7) impair the rights of holders to receive payments of principal of or interest on the notes;

(8) release any Guarantor from any of its obligations under its note guarantee or the indenture, except as permitted by the indenture; or

(9) make any change in these amendment and waiver provisions.

Notwithstanding the foregoing, the Issuer and the trustee may amend the indenture, the note guarantees or the notes without the consent of any holder, to cure any ambiguity, defect or inconsistency, to provide for uncertificated notes in addition to or in place of certificated notes, to provide for the assumption of the Issuer's obligations to the holders in the case of a merger or acquisition, to release any Guarantor from any of its obligations under its note guarantee or the indenture (to the extent permitted by the indenture), to make any change that does not materially adversely affect the rights of any holder or, in the case of the indenture, to maintain the qualification of the indenture under the Trust Indenture Act.

NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND STOCKHOLDERS

No director, officer, employee, incorporator or stockholder of the Issuer will have any liability for any obligations of the Issuer under the notes or the indenture or of any Guarantor under its note guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes and the note guarantees.

CONCERNING THE TRUSTEE

Wells Fargo Bank, National Association is the trustee under the indenture and has been appointed by the Issuer as registrar and paying agent with regard to the notes. The indenture contains certain limitations on the rights of the trustee, should it become a creditor of the Issuer, to obtain payment of claims in certain cases, or to realize on certain assets received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest (as defined in the indenture), it must eliminate such conflict or resign.

The holders of a majority in principal amount of the then outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that, in case an Event of Default occurs and is not cured, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent person in similar circumstances in the conduct of his or her own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder, unless such holder shall have offered to the trustee security and indemnity satisfactory to the trustee.

GOVERNING LAW

The indenture, the notes and the note guarantees will be governed by, and construed in accordance with, the laws of the State of New York.

CERTAIN DEFINITIONS

Set forth below is a summary of certain of the defined terms used in the indenture. Reference is made to the indenture for the full definition of all such terms.

"**Attributable Indebtedness**", when used with respect to any Sale and Leaseback Transaction, means, as at the time of determination, the present value (discounted at a rate equivalent to the Issuer's then-current weighted average cost of funds for borrowed money as at the time of determination, compounded on a semi-annual basis) of the total obligations of the lessee for rental payments during the remaining term of any Capitalized Lease included in any such Sale and Leaseback Transaction.

"**Bankruptcy Event**" means the commencement of any case under the Bankruptcy Code (Title 11 of the United States Code) or the commencement of any other bankruptcy, reorganization, receivership, or similar proceeding under any federal, state or foreign law or by or against any Person for whom the Issuer or a Restricted Subsidiary has executed a Springing Guarantee for the benefit of such Person; *provided*, *however*, that the filing of an involuntary case against such Person shall only be a Bankruptcy Event if: (i) such involuntary case is filed in whole or in part by the Issuer or a Restricted Subsidiary, any member in such Person which is an affiliate of the Issuer or a Restricted Subsidiary, or any other affiliate of the Issuer or a Restricted Subsidiary, or (ii) the Issuer or a Restricted Subsidiary, any member in such Person which is an affiliate of the Issuer or a Restricted Subsidiary, or any other affiliate of the Issuer or a Restricted Subsidiary shall in any way induce or participate in the filing, whether directly or indirectly, of an involuntary bankruptcy case against such Person or any other Person, and such involuntary case or proceeding is not dismissed with prejudice within 120 days of the filing thereof.

"**Capitalized Lease**" means a lease required to be capitalized for financial reporting purposes in accordance with GAAP.

"**Capitalized Lease Obligations**" of any Person means the obligations of such Person to pay rent or other amounts under a Capitalized Lease, and the amount of such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"**Change of Control**" means the occurrence of any of the following events:

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause that person or group shall be deemed to have "beneficial ownership" of all securities that any such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of voting stock representing more than 50% of the voting power of the total outstanding voting stock of the Issuer;

(2) during any period of two consecutive years, individuals who at the beginning of such period constituted the board of directors (together with any new directors whose election to such board of directors or whose nomination for election by the stockholders of the Issuer was approved by a vote of the majority of the directors of the Issuer then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the board of directors of the Issuer;

(3) (a) all or substantially all of the assets of the Issuer and the Restricted Subsidiaries are sold or otherwise transferred to any person other than a Wholly Owned Restricted Subsidiary or one or more Permitted Holders or (b) the Issuer consolidates or merges with or into another person other than a Permitted Holder or any person other than a Permitted Holder consolidates or merges with or into the Issuer, in either case under this clause (3), in one transaction or a series of related transactions in which immediately after the consummation thereof persons owning voting stock representing in the aggregate 100% of the total voting power of the voting stock of the Issuer immediately prior to such consummation do not own voting stock representing a majority of the total voting power of the voting stock of the Issuer or the surviving or transferee person; or

(4) the Issuer shall adopt a plan of liquidation or dissolution or any such plan shall be approved by the stockholders of the Issuer.

"**Change of Control Triggering Event**" means the occurrence of both a Change of Control and a Rating Decline.

"**Consolidated Net Tangible Assets**" means, as of any date, the total amount of assets which would be included on a combined balance sheet of the Restricted Subsidiaries (not including the Issuer) together with the total amount of assets that would be included on the Issuer's balance sheet, not including its subsidiaries, under GAAP (less applicable reserves and other properly deductible items) after deducting therefrom:

(1) all short-term liabilities, except for liabilities payable by their terms more than one year from the date of determination (or renewable or extendible at the option of the obligor for a period ending more than one year after such date);

(2) investments in Subsidiaries that are not Restricted Subsidiaries; and

(3) all goodwill, trade names, trademarks, patents, unamortized debt discount, unamortized expense incurred in the issuance of debt and other intangible assets.

"**Default**" means (1) any Event of Default or (2) any event, act or condition that, after notice or the passage of time or both, would be an Event of Default.

"**Equity Interests**" of any Person means (1) any and all shares or other equity interests (including common stock, preferred stock, limited liability company interests and partnership interests) in such Person and (2) all rights to purchase, warrants or options (whether or not currently exercisable), participations or other equivalents of or interests in (however designated) such shares or other interests in such Person.

"**Financial Services Subsidiary**" means a Subsidiary engaged exclusively in mortgage banking (including mortgage origination, loan servicing, mortgage brokerage and title and escrow businesses), master servicing and related activities, including, without limitation, a Subsidiary which facilitates the financing of mortgage loans and mortgage-backed securities and the securitization of mortgage-backed bonds and other activities ancillary thereto.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, as in effect on the Measurement Date.

"**Guarantors**" means each Restricted Subsidiary of the Issuer on the Issue Date, and each other Person that is required to become a Guarantor by the terms of the indenture after the Issue Date, in each case, until such Person is released from its note guarantee.

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to (1) any interest rate swap agreement, interest rate collar agreement or other similar agreement or arrangement designed to protect such Person against fluctuations in interest rates, (2) agreements or arrangements designed to protect such Person against fluctuations in foreign currency exchange rates in the conduct of its operations, or (3) any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement designed to protect such Person against fluctuations in commodity prices, in each case entered into in the ordinary course of business for bona fide hedging purposes and not for the purpose of speculation.

"**Indebtedness**" means:

(1) any liability of any person:

(A) for borrowed money, or

(B) evidenced by a bond, note, debenture or similar instrument (including a purchase money obligation) given in connection with the acquisition of any businesses, properties or assets of any kind (other than a trade payable or a current liability arising in the ordinary course of business), or

(C) for the payment of money relating to a Capitalized Lease Obligation, or

(D) for all Redeemable Capital Stock valued at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends;

(2) any liability of others described in the preceding clause (1) that such person has guaranteed or that is otherwise its legal liability*provided*, *however*, that a Springing Guarantee shall not be deemed to be Indebtedness under this clause (2) until the earliest to occur of (a) the demand by a lender for payment under such Springing Guarantee, (b) the occurrence or failure to occur of any event, act or circumstance that, with or without the giving of notice and/or passage of time, entitles a lender to make a demand for payment thereunder or (c) a Bankruptcy Event;

(3) all Indebtedness referred to in (but not excluded from) clauses (1) and (2) above of other persons and all dividends of other persons, the payment of which is secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including, without limitation, accounts and contract rights) owned by such person, even though such person has not assumed or become liable for the payment of such Indebtedness; and

(4) any amendment, supplement, modification, deferral, renewal, extension or refunding or any liability of the types referred to in clauses (1), (2) and (3) above.

"**Issue Date**" means April 10, 2012.

"**Lien**" means, with respect to any asset, any mortgage, deed of trust, lien (statutory or other), pledge, lease, easement, restriction, covenant, charge, security interest or other encumbrance of any kind or nature in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, and any lease in the nature thereof, any option or other agreement to sell, and any filing of, or agreement to give, any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction (other than cautionary filings in respect of operating leases).

"**Moody's**" means Moody's Investors Service, Inc., and its successors.

"**Non-Recourse Land Financing**" means any Indebtedness of the Issuer or any Restricted Subsidiary for which the holder of such Indebtedness has no recourse, directly or indirectly, to the Issuer or such Restricted Subsidiary for the principal of, premium, if any, and interest on such Indebtedness, and for which the Issuer or such Restricted Subsidiary is not, directly or indirectly, obligated or otherwise liable for the principal of, premium, if any, and interest on such Indebtedness, except pursuant to mortgages, deeds of trust or other Liens or other recourse obligations or liabilities in respect of specific land or other real property interests of the Issuer or such Restricted Subsidiary; *provided* that recourse obligations or liabilities of the Issuer or such Restricted Subsidiary solely for indemnities, covenants (including, without limitation, performance, completion or similar covenants), or breach of any warranty, representation or covenant in respect of any Indebtedness, including liability by reason of any agreement by the Issuer or any Restricted Subsidiary to provide additional capital or maintain the financial condition of or otherwise support the credit of the Person incurring the Indebtedness, will not prevent Indebtedness from being classified as Non-Recourse Land Financing.

"**Permitted Holders**" means Steven J. Hilton, his wife and children, any corporation, limited liability company or partnership in which he has voting control and is the direct and beneficial owner of a majority of the Equity Interests and any trust for the benefit of him or his wife or children.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision hereof or any other entity.

"**Rating Agency**" means each of (a) S&P and (b) Moody's.

"**Rating Category**" means:

(1) with respect to S&P, any of the following categories: BB, B, CCC, CC, C and D (or equivalent successor categories); and

(2) with respect to Moody's, any of the following categories: Ba, B, Caa, Ca, C and D (or equivalent successor categories).

In determining whether the rating of the notes has decreased by one or more gradations, gradations within Rating Categories (+ and – for S&P; or 1, 2 and 3 for Moody's) will be taken into account (e.g., with respect to S&P a decline in rating from BB+ to BB, as well as from BB– to B+, will constitute a decrease of one gradation).

"**Rating Date**" means the date which is 90 days prior to the earlier of (1) a Change of Control and (2) public notice of the occurrence of a Change of Control or of the intention by the Issuer to effect a Change of Control.

"**Rating Decline**" means the decrease (as compared with the Rating Date) by one or more gradations within Rating Categories as well as between Rating Categories of the rating of the notes by a Rating Agency on, or within 120 days after, the earlier of the date of public notice of the occurrence of a Change of Control or of the intention by the Issuer to effect a Change of Control (which period will be extended for so long as the rating of the notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies).

"**Redeemable Capital Stock**" means any capital stock of the Issuer or any Subsidiary that, either by its terms, by the terms of any security into which it is convertible or exchangeable or otherwise, (1) is or upon the happening of an event or passage of time would be required to be redeemed on or prior to the final stated maturity of the notes or (2) is redeemable at the option of the holder thereof at any time prior to such final stated maturity or (3) is convertible into or exchangeable for debt securities at any time prior to such final stated maturity.

"**Registration Rights Agreement**" means the registration rights agreement dated as of the Issue Date among the Issuer, the Guarantors and the Initial Purchasers.

"**Restricted Subsidiary**" means any Subsidiary of the Issuer, which is not: (i) a Financial Services Subsidiary or (ii) an Unrestricted Subsidiary.

"**S&P**" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc., and its successors.

"**Sale and Leaseback Transaction**" means a sale or transfer made by the Issuer or a Restricted Subsidiary (except a sale or transfer made to the Issuer or another Restricted Subsidiary) of any property which is either (1) a manufacturing facility, office building or warehouse whose book value equals or exceeds 1% of Consolidated Net Tangible Assets as of the date of determination or (2) another property (not including a model home) which exceeds 5% of Consolidated Net Tangible Assets as of the date of determination, if such sale or transfer is made with the agreement, commitment or intention of leasing such property to the Issuer or a Restricted Subsidiary.

"**Secured Debt**" means any Indebtedness which is secured by (1) a Lien on any property of the Issuer or the property of any Restricted Subsidiary or (2) a Lien on shares of stock owned directly or indirectly by the Issuer or a Restricted Subsidiary in a corporation or on equity interests owned by the Issuer or a Restricted Subsidiary in a partnership or other entity not organized as a corporation or in the Issuer's rights or the rights of a Restricted Subsidiary in respect of Indebtedness of a corporation, partnership or other entity in which the Issuer or a Restricted Subsidiary has an equity interest; *provided* that "Secured Debt" shall not include Non-Recourse Land Financing that consists exclusively of "land under development," "land held for future development" or "improved lots and parcels," as such categories of assets are determined in accordance with GAAP. The securing in the foregoing manner of any such Indebtedness which immediately prior thereto was not Secured Debt shall be deemed to be the creation of Secured Debt at the time security is given.

"**Senior Indebtedness**" means the principal of (and premium, if any, on) and interest on (including interest accruing after the occurrence of an Event of Default or after the filing of a petition initiating any proceeding pursuant to any bankruptcy law whether or not such interest is an allowable claim in any such proceeding) and other amounts due on or in connection with any Indebtedness of the Issuer, whether outstanding on the date hereof or hereafter created, incurred or assumed, unless, in the case of any particular Indebtedness, the instrument creating or evidencing the same or pursuant to which the same is outstanding expressly provides that such Indebtedness shall not be senior in right of payment to the debt securities. Notwithstanding the foregoing, "Senior Indebtedness" shall not include (1) Indebtedness of the Issuer that is expressly subordinated in right of payment to any Senior Indebtedness of the Issuer, (2) Indebtedness of the Issuer that by operation of law is subordinate to any general unsecured obligations of the Issuer, (3) Indebtedness of the Issuer to any Subsidiary, (4) Indebtedness of the Issuer incurred in violation of the restrictions described under "Restrictions on Secured Debt" and "Restrictions on Sale and Leaseback Transactions," (5) to the extent it might constitute Indebtedness, any liability for federal, state or local taxes or other taxes, owed or owing by the Issuer, and (6) to the extent it might constitute Indebtedness, trade account payables owed or owing by the Issuer or any of its Subsidiaries.

"**Significant Subsidiary"** means (1) any Restricted Subsidiary that would be a "significant subsidiary" as defined in Regulation S-X promulgated pursuant to the Securities Act of 1933 as such regulation is in effect on

the Issue Date and (2) any Restricted Subsidiary that, when aggregated with all other Restricted Subsidiaries that are not otherwise Significant Subsidiaries and as to which any event described in clause (7) or (8) under "Events of Default" has occurred and is continuing, would constitute a Significant Subsidiary under clause (1) of this definition.

"**Springing Guarantee**" means a guarantee by a Person which by its express terms does not become effective until the occurrence of a Bankruptcy Event.

"**Subsidiary**" means, with respect to any Person:

(1) any corporation, limited liability company, association or other business entity of which more than 50% of the total voting power of the Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the board of directors or comparable governing body thereof are at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or one or more Subsidiaries of such Person (or any combination thereof).

Unless otherwise specified, "Subsidiary" refers to a Subsidiary of the Issuer.

"**Unrestricted Subsidiary**" means a Subsidiary designated by the Issuer (evidenced by resolutions of the Board of Directors of the Issuer, delivered to the Trustee certifying compliance with this definition) as a Subsidiary resulting from any investment (including any guarantee of Indebtedness) made by the Issuer or any Restricted Subsidiary of the Issuer in joint ventures engaged in homebuilding, land acquisition or land development businesses and businesses that are reasonably related thereto or reasonable extensions thereof with unaffiliated third parties; *provided* that the aggregate amount of investments in all Unrestricted Subsidiaries shall not exceed $10 million (with the amount of each investment being calculated based upon the amount of investments made on or after the date such joint venture becomes a Subsidiary); *provided, further* that if the Issuer subsequently designates a Subsidiary, which previously had been designated an Unrestricted Subsidiary, to be a Restricted Subsidiary (evidenced by resolutions of the Board of Directors of the Issuer, delivered to the Trustee certifying compliance with this definition) and causes such Subsidiary to comply with provisions set forth under the covenant "Additional Note Guarantees", then the amount of any investments in such Unrestricted Subsidiary made on or after the date such joint venture became a Subsidiary shall be credited against the $10 million basket set forth in the definition (up to a maximum amount of $10 million). As of the Issue Date, Buckeye Land, L.L.C., Arcadia Ranch L.L.C. and Sundance Buckeye, LLC are designated as Unrestricted Subsidiaries.

"**Wholly Owned Restricted Subsidiary**" means a Restricted Subsidiary of which 100% of the Equity Interests (except for directors' qualifying shares or certain minority interests owned by other Persons solely due to local law requirements that there be more than one stockholder, but which interest is not in excess of what is required for such purpose) are owned directly by the Issuer or through one or more Wholly Owned Restricted Subsidiaries.

THE EXCHANGE OFFER

Purposes and Effects

We issued the outstanding notes on April 10, 2012 to the initial purchasers, who resold the outstanding notes to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) and certain non-U.S. persons in accordance with Regulation S of the Securities Act. In connection with the sale of the outstanding notes, we and the initial purchasers entered into the registration rights agreement pursuant to which we agreed to file with the SEC a registration statement with respect to an offer to exchange the outstanding notes with the exchange notes within 120 days after the outstanding notes were issued. In addition, we agreed to use our reasonable best efforts to cause the registration statement to become effective under the Securities Act within 150 days after the outstanding notes were issued and to issue the exchange notes pursuant to the exchange offer. A copy of the registration rights agreement has been filed as an exhibit to the registration statement of which this prospectus is a part.

The exchange offer is being made pursuant to the registration rights agreement. Holders of outstanding notes who do not tender their outstanding notes or whose outstanding notes are tendered but not accepted would have to rely on exemptions from registration requirements under the securities laws, including the Securities Act, if they wish to sell their outstanding notes.

Based on interpretations by the staff of the SEC set forth in no-action letters issued to persons unrelated to us, we believe the exchange notes issued pursuant to the exchange offer in exchange for outstanding notes may be offered for sale, sold and otherwise transferred by any holder (other than a person that is an "affiliate" of ours within the meaning of Rule 405 under the Securities Act and except as set forth in the next paragraph) without registration or the delivery of a prospectus under the Securities Act, provided the holder acquires the exchange notes in the ordinary course of the holder's business and the holder is not participating and does not intend to participate, and has no arrangement or understanding with any person to participate, in the distribution of the exchange notes.

If a person were to participate in the exchange offer for the purpose of distributing securities in a manner not permitted by the SEC's interpretation, (1) the position of the staff of the SEC enunciated in the no-action letters would not be applicable to the person and (2) the person would be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with a sale of the exchange notes with any such resale transaction effected by it covered by an effective registration statement containing the selling securityholder information required by Item 507 or 508 of the SEC's Regulation S-K.

Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes which the broker-dealer acquired as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any sale of those exchange notes.

The exchange offer is not being made to, nor will we accept surrenders for exchange from, holders of exchange notes with addresses in any jurisdiction in which the exchange offer or the issuance of exchange notes pursuant to it would violate applicable securities or blue sky laws. Prior to the exchange offer, however, we will register or qualify, or cooperate with the holders of the outstanding notes and their respective counsel in connection with the registration or qualification of, the exchange notes for offer and sale under the securities or blue sky laws of such jurisdictions as are necessary to permit consummation of the exchange offer and do anything else which is necessary or advisable to enable the offer and issuance of the exchange notes in those jurisdictions.

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal, we will issue exchange notes in exchange for all outstanding notes which are validly tendered prior to 5:00 p.m., New York City time, on the expiration date (as defined below) and not withdrawn. The principal

amount of the exchange notes issued in the exchange will be the same as the principal amount of the outstanding notes for which they are exchanged. Holders may tender some or all of their outstanding notes in response to the exchange offer.

However, outstanding notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof. See "Description of the Exchange Notes."

The form and terms of the exchange notes will be the same in all material respects as the form and terms of the outstanding notes, except that (1) the exchange notes will be registered under the Securities Act and hence will not bear legends regarding restrictions on transfer and (2) because the exchange notes will be registered, holders of exchange notes will not be, and upon the consummation of the exchange offer, except under limited circumstances, holders of outstanding notes will no longer be, entitled to rights under the registration rights agreement intended for holders of unregistered securities.

Outstanding notes which are not tendered for exchange or are tendered but not accepted in the exchange offer will remain outstanding and be entitled to the benefits of the indenture, but will not be entitled to any registration rights under the registration rights agreement.

We will be deemed to accept all the outstanding notes which are validly tendered and not withdrawn when we give oral or written notice to that effect to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving exchange notes from us.

If any tendered outstanding notes are not accepted for exchange because of an invalid tender or otherwise, those outstanding notes will be returned, without expense, to the tendering holder promptly after the expiration date.

Holders who tender outstanding notes in response to the exchange offer will not be required to pay brokerage commissions or fees or, except as described in the instructions in the letter of transmittal, transfer taxes. We will pay all charges and expenses, other than certain taxes described below, in connection with the exchange offer. See "— Fees and Expenses."

Expiration Date; Extension; Termination; Amendments

The exchange offer will expire at 5:00 p.m., New York City time, on , 2012, the "expiration date" unless we extend it by notice to the exchange agent. The expiration date will be at least 20 business days after commencement of the exchange offer in accordance with Rule 14e-1(a) under the Exchange Act. We reserve the right to extend the exchange offer at our discretion. If we extend the exchange offer, the term "expiration date" will mean the time and date on which the exchange offer as extended will expire. We will notify the exchange agent of any extension by oral or written notice and will make a public announcement of any extension, not later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date. We may terminate the exchange offer by written notice to the exchange agent if any of the conditions described below under "— Conditions of the Exchange Offer" is not satisfied. If the exchange offer is amended in a manner that we determine to constitute a material change, we will promptly disclose the amendment in a prospectus supplement that will be distributed to the registered holders.

Interest on Exchange Notes

The exchange notes will bear interest at 7% per year from and including April 10, 2012. Interest on the exchange notes will be payable twice a year, on April 1 and October 1, beginning October 1, 2012. In order to avoid duplicative payment of interest, all interest accrued on outstanding notes that are accepted for exchange before October 1, 2012 will be superseded by the interest that is deemed to have accrued on the exchange notes from April 10, 2012 through the date of exchange.

Termination of Certain Rights

The registration rights agreement provides that, with certain exceptions, if: (1) the exchange offer registration statement has not been filed with the SEC on or prior to the 120th calendar day following the date of original issue of the outstanding notes; (2) the exchange offer registration statement has not been declared effective on or prior to the 150th calendar day following the date of original issue of the outstanding notes, or (3) the exchange offer is not consummated on or prior to the 210th day following the date of original issue of the outstanding notes (each event referred to in clauses (1) through (3) above being a "registration default"), the interest rate borne by the outstanding notes will be increased by 0.25% per annum upon the occurrence of a registration default. This rate will continue to increase by 0.25% each 90 day period that the liquidated damages (as defined below) continue to accrue under any such circumstance. However, the maximum total increase in the interest rate will in no event exceed one percent (1.0%) per year. We refer to this increase in the interest rate on the notes as "liquidated damages." Such interest is payable in addition to any other interest payable from time to time with respect to the outstanding notes and the exchange notes in cash on each interest payment date to the holders of record for such interest payment date. After the cure of registration defaults, the accrual of liquidated damages will stop and the interest rate will revert to the original rate.

Holders of exchange notes will not be and, upon consummation of the exchange offer, holders of outstanding notes will no longer be, entitled to rights under the registration rights agreement intended for holders of outstanding notes which are restricted as to transferability, except as otherwise provided in the registration rights agreement. The exchange offer will be deemed consummated when we deliver to the exchange agent exchange notes in the same aggregate principal amount as that of the outstanding notes which are validly tendered and not withdrawn.

In the event that:

- any changes in law or the applicable interpretations of the SEC do not permit us to effect the exchange offer;
- the exchange offer is not consummated within 210 days after the original issue date of the outstanding notes;
- any holder notifies us that it is prohibited by law or applicable interpretations of the SEC from participating in the exchange offer;
- in the case of any holder that participates in the exchange offer, such holder does not receive freely transferable notes on the date of the exchange (other than due solely to the status of such holder as an affiliate of the Issuer);
- the initial purchasers of the outstanding notes so request with respect to notes that have, or are reasonably likely to be determined to have, the status of unsold allotments in an initial distribution; or
- or any holder of notes that is not entitled to participate in the exchange offer so requests

then, the Issuer and the Guarantors shall as promptly as practicable, but in no event later than 45 days after the occurrence of any of the above shelf registration statement triggering events, file with the SEC a shelf registration statement covering resales of the outstanding notes by holders who satisfy certain conditions relating to the provision of information in connection with the shelf registration statement.

Procedures for Tendering

All of the outstanding notes were issued in book-entry form, and all of the outstanding notes are currently represented by global certificates held for the account of DTC. We have confirmed with DTC that the outstanding notes may be tendered using ATOP. The exchange agent will establish an account with DTC for purposes of the exchange offer promptly after the commencement of the exchange offer, and DTC participants may electronically transmit their acceptance of the exchange offer by causing DTC to transfer their outstanding

notes to the exchange agent via ATOP. In connection with the transfer, DTC will send an "agent's message" to the exchange agent as well as a book-entry confirmation of the transfer of the tendered outstanding notes into the exchange agent's account at DTC. The agent's message will state that DTC has received instructions from the participant to tender outstanding notes and that the participant agrees to be bound by the terms of the letter of transmittal. By using the ATOP procedures described above, you will not be required to deliver a letter of transmittal to the exchange agent. You will, however, be bound by the letter of transmittal's terms just as if you had signed it. The agent's message must be received by the exchange agent at or prior to the expiration of the exchange offer; compliance with ATOP or other applicable DTC procedures does not itself constitute delivery to the exchange agent.

A tender of outstanding notes by a holder will constitute an agreement by the holder to transfer the outstanding notes to us in exchange for exchange notes on the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal.

If you are the beneficial owner of outstanding notes that are registered in the name of a broker-dealer, commercial bank, trust company, or other nominee and you wish to tender, you should contact the registered holder promptly and instruct such holder on your behalf.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance and withdrawal of tendered outstanding notes will be determined by us in our sole discretion, and that determination will be final and binding. We reserve the right to reject any outstanding notes which are not properly tendered or the acceptance of which we believe might be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular outstanding notes, without being required to waive the same defects, irregularities or conditions as to other outstanding notes. Our interpretation of the terms and conditions of the exchange offer (including the instructions in the letter of transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of outstanding notes must be cured by the expiration date, or by such later time as we may determine. Although we intend to request the exchange agent to notify holders of defects or irregularities with respect to tenders of outstanding notes, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tenders of outstanding notes will not be deemed to have been made until all defects and irregularities have been cured or waived. Any outstanding notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the exchange agent to the tendering holders, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date.

We have the right (subject to limitations contained in the indenture) (1) to purchase or make offers for any outstanding notes that remain outstanding after the expiration date and (2) to the extent permitted by applicable law, to purchase outstanding notes in privately negotiated transactions or otherwise. The terms of any such purchases or offers could differ from the terms of the exchange offer.

By tendering, a holder will be representing to us, among other things, that: (1) it or the person who will acquire the exchange notes being issued as a result of the exchange offer (whether or not that is the holder) will be acquiring them in the ordinary course of that person's business, (2) neither the holder nor any such other person has an arrangement or understanding with any person to participate in a distribution of the exchange notes, (3) it is not a broker-dealer that owns outstanding notes acquired directly from us or an affiliate of ours, (4) it is not an "affiliate" of the company (as defined in Rule 405 under the Securities Act) or any of the guarantors, and (5) it is not acting on behalf of any other person who could not truthfully make the representation described in this paragraph. In addition, if the holder is a broker-dealer that will receive exchange notes for its own account in exchange for outstanding notes that were acquired as result of market-making activities or other trading activities, the holder will, by tendering, acknowledge that it will comply with the prospectus delivery requirements of the Securities Act in connection with any resale of those exchange notes.

Conditions of the Exchange Offer

Notwithstanding any other term of the exchange offer, we will not be required to accept for exchange, or exchange securities for, any outstanding notes, if:

(a) any action or proceeding is instituted or threatened in any court or by or before any governmental agency which might materially impair our or the guarantors' ability to proceed with the exchange offer or any material adverse development has occurred in any existing action or proceeding with respect to us or any of the guarantors that would impair our or their ability to proceed;

(b) the exchange offer would violate any law or interpretation by the staff of the SEC; or

(c) any governmental approval has not been obtained, which approval we deem necessary for the consummation of the exchange offer.

If any of the conditions are not satisfied, we may (1) refuse to accept any outstanding notes and return all tendered outstanding notes to the tendering holders, (2) extend the exchange offer and retain all outstanding notes tendered prior to the expiration of the exchange offer, subject, however, to the rights of holders to withdraw such outstanding notes (see "— Withdrawal of Tenders"), (3) waive such unsatisfied conditions with respect to the exchange offer and accept all properly tendered outstanding notes which have not been withdrawn, (4) terminate the exchange offer, or (5) amend the exchange offer.

Guaranteed Delivery Procedures

Holders who wish to tender their outstanding notes but cannot complete the procedure for book-entry transfer prior to the expiration of the exchange offer may effect a tender if:

(a) The tender is made through an eligible institution;

(b) Prior to the expiration date, the exchange agent receives from the eligible institution a properly completed and duly executed notice of guaranteed delivery (by facsimile transmission, mail or hand) setting forth the name and address of the eligible holder and the principal amount of outstanding notes tendered, stating that the tender is being made by that notice of guaranteed delivery, and guaranteeing that, within three New York Stock Exchange trading days after the expiration date, confirmation of a book-entry transfer into the exchange agent's account at DTC and an agent's message will be delivered to the exchange agent; and

(c) Confirmation of a book-entry transfer into the exchange agent's account at DTC and an agent's message is received by the exchange agent within three New York Stock Exchange trading days after the expiration date.

Upon the request to the exchange agent, a form of notice of guaranteed delivery will be sent to holders who wish to use the guaranteed delivery procedures described above.

Withdrawal of Tenders

Except as otherwise described below, tenders of outstanding notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date. For a withdrawal to be effective, you must comply with the appropriate procedures of the ATOP system. Any notice of withdrawal must (1) specify the name of the person who deposited the outstanding notes to be withdrawn, (2) identify the outstanding notes to be withdrawn (including the principal amounts of the outstanding notes), (3) specify the name in which the withdrawn outstanding notes are to be registered, if different from that of the depositor, and (4) otherwise comply with the requirements of DTC and ATOP. All questions as to the validity, form and eligibility (including time of receipt) of withdrawal notices will be determined by us in our sole discretion, and that determination will be final and binding on all parties. Any outstanding notes which are withdrawn will be deemed not to have been validly

tendered for purposes of the exchange offer, and no exchange notes will be issued with respect to those outstanding notes unless they are validly re-tendered. Any outstanding notes which have been tendered but which are not accepted for exchange or which are withdrawn will be returned to the holder without cost to the holder promptly after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn outstanding notes may be re-tendered at any time prior to the expiration date in accordance with the procedures described above under "— Procedures for Tendering."

Fees and Expenses

We will bear the expenses of soliciting tenders pursuant to the exchange offer. The principal solicitation of tenders is being made by mail. However, solicitations also may be made by telecopy, telephone or in person by officers and regular employees of ours and our affiliates.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to brokers, dealers or others for soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and reimburse it for its reasonable out-of-pocket expenses in connection with the exchange offer. We may also reimburse brokerage houses and other custodians, nominees and fiduciaries for the reasonable out-of-pocket expenses they incur in forwarding copies of this prospectus, letters of transmittal and related documents to the beneficial owners of the outstanding notes and in handling or forwarding tenders for exchange. We will pay the other expenses incurred in connection with the exchange offer, including fees and expenses of the trustee, accounting and legal fees and printing costs.

We will pay all transfer taxes, if any, applicable to the exchange of outstanding notes for exchange notes pursuant to the exchange offer. If, however, exchange notes or outstanding notes for principal amounts which are not tendered or accepted for exchange are to be delivered to, or are to be issued in the name of, a person other than the registered holder of the outstanding notes tendered, or if tendered outstanding notes are registered in the name of a person other than the person who agrees to be bound by the letter of transmittal, or if a transfer tax is imposed for any other reason, other than the exchange of outstanding notes for exchange notes pursuant to the exchange offer, the tendering holder must pay the transfer taxes (whether imposed on the registered holder or any other person). Unless satisfactory evidence of payment of transfer taxes or exemption from the need to pay them is submitted with the letter of transmittal, the amount of the transfer taxes will be billed directly to the tendering holder. We may refuse to issue exchange notes in exchange for outstanding notes, or to return outstanding notes which are not exchanged, until we receive evidence satisfactory to us that any transfer taxes payable by the holder have been paid.

Consequences of Failure to Exchange Outstanding Notes

If a holder does not exchange outstanding notes for exchange notes in response to the exchange offer, the outstanding notes will continue to be subject to the restrictions on transfer described in the legend on the certificate evidencing the outstanding notes, and will not have the benefit of any agreement by us to register outstanding notes under the Securities Act. In general, notes may not be offered or sold, unless the sale is registered under the Securities Act, or unless the offer and sale are exempt from, or not subject to, the Securities Act or any applicable state securities laws.

Participation in the exchange offer is voluntary and holders should carefully consider whether to accept the exchange offer and tender their outstanding notes. Holders of outstanding notes are urged to consult their financial and tax advisors in making their own decisions on what action to take.

Accounting Treatment

The exchange notes will be recorded in our accounting records at the same carrying value as the outstanding notes on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes as a result of the exchange offer. We will amortize the expenses of the exchange offer over the term of the exchange notes.

Exchange Agent

Wells Fargo Bank, National Association has been appointed as exchange agent for the exchange offer. All correspondence in connection with the exchange offer should be addressed to the exchange agent, as follows:

By Registered or Certified Mail:

WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9303-121
PO Box 1517
Minneapolis, MN 55480

By Regular Mail or Overnight Courier

WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9303-121
Sixth & Marquette Avenue
Minneapolis, MN 55479

In Person by Hand Only:

WELLS FARGO BANK, N.A.
12th Floor – Northstar East Building
Corporate Trust Operations
608 Second Avenue South
Minneapolis, MN 55479

By Facsimile:

(For Eligible Institutions Only):
Fax (612) 667-6282
Attn: Bondholder Communications

For Information or Confirmation by
Telephone: (800) 344-5128, Option 0
Attn: Bondholder Communications

Requests for additional copies of this prospectus or the letter of transmittal or accompanying documents should be directed to the exchange agent.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

Important Notice:

Treasury Department Circular 230 Disclosure: To ensure compliance with requirements imposed by the Internal Revenue Service ("IRS"), we inform you that (i) any U.S. tax advice contained herein is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code, (ii) any such tax advice is written in connection with the promotion or marketing of the matters addressed herein, and (iii) you should seek advice based on your particular circumstances from an independent tax advisor.

The following summary describes certain United States federal income tax consequences to you associated with (1) the exchange offer and (2) the ownership and disposition of exchange notes. This summary is based on the Internal Revenue Code of 1986, as amended (the "Code"), legislative history, administrative pronouncements and practices of the IRS, judicial decisions and final, temporary and proposed Treasury regulations. Future changes, legislation, Treasury regulations, administrative interpretations and practices and court decisions may adversely affect, perhaps retroactively, the tax consequences contained in this discussion. We have not sought any ruling from the IRS, nor have we sought an opinion from counsel with respect to the statements made and the conclusions reached in the following summary. There can be no assurance that the IRS will agree with these statements and conclusions, nor is there any assurance that such statements and conclusions will be sustained by a court if challenged by the IRS.

This summary assumes, except where otherwise specifically noted, that the notes are held (and the exchange notes will be held) as capital assets within the meaning of section 1221 of the Code. This summary does not address all the tax consequences that may be relevant to you in light of your particular circumstances. State, local and non-U.S. income tax laws may differ substantially from the corresponding United States federal income tax laws, and this discussion does not purport to describe any aspect of the tax laws of any state, local or non-U.S. jurisdiction. Additionally, this summary also does not address any aspects of United States federal estate or gift tax laws. Further, this summary does not address the tax consequences relevant to persons who receive special treatment under the United States federal income tax laws including, without limitation:

- financial institutions, banks, and thrifts;
- insurance companies;
- tax-exempt organizations;
- regulated investment companies and real estate investment trusts;
- U.S. expatriates;
- dealers in securities or currencies;
- persons holding notes as a hedge against currency risks or as a position in a straddle;
- persons subject to alternative minimum tax; and
- U.S. holders (as defined below) whose functional currency is not the United States dollar.

United States tax treatment with respect to a note held by an entity that is classified as a partnership for United States federal income tax purposes will depend on the activities of the entity and the status of the members or partners of the entity. Members or partners of an entity classified as a partnership for United States federal income tax purposes should consult their own tax advisor regarding the United States tax consequences to them associated with the exchange offer as well as the ownership and disposition by such entity of the exchange notes.

PROSPECTIVE PURCHASERS OF NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS BASED ON THEIR PARTICULAR CIRCUMSTANCES WITH RESPECT TO THE UNITED STATES

FEDERAL, STATE, LOCAL, NON-U.S. AND OTHER TAX CONSEQUENCES TO THEM OF THE EXCHANGE OFFER AS WELL AS THE OWNERSHIP AND DISPOSITION OF EXCHANGE NOTES.

HOLDERS OF EXCHANGE NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE UNITED STATES FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATION AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER THE LAWS OF ANY STATE, LOCAL OR FOREIGN TAXING JURSIDICTION OR UNDER ANY APPLICABLE TAX TREATY.

As used in this section, the term "U.S. holder" means the beneficial owner of a note or an exchange note, as applicable, that is, for United States federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, including an entity treated as a corporation created or organized in or under the laws of the United States or any state thereof or the District of Columbia;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust whose administration is subject to the primary supervision of a United States court and which has one or more United States persons who have the authority to control all substantial decisions of such trust, or that has made a valid election to be treated as a United States person.

As used in this section, the term "non-U.S. holder" means the beneficial owner of a note or an exchange note, as applicable, that is, for United States federal income tax purposes, an individual, corporation, estate or trust and is not a U.S. holder.

Exchange Offer

An exchange of outstanding notes for exchange notes pursuant to the exchange offer will not constitute a significant modification of the terms of the notes and therefore will not constitute a taxable exchange or other taxable event for United States federal income tax purposes. Accordingly, there will be no United States federal income tax consequences to holders who exchange their outstanding notes for exchange notes in connection with the exchange offer and any such holder will have the same adjusted tax basis and holding period in the exchange notes as such holder had in the outstanding notes immediately before the exchange.

Certain Contingent Payments

In certain circumstances, we may be obligated to pay amounts in excess of the stated interest or principal on the exchange notes. The obligation to make such payments may implicate the provisions of Treasury regulations relating to "contingent payment debt instruments." Under applicable Treasury regulations, the possibility that such an amount will be paid will not affect the amount, timing or character of income recognized by a holder with respect to the notes if, as of the date the notes were issued, there is only a remote chance that such an amount will be paid, the amount is incidental, or certain other exceptions apply. We intend to take the position that the contingencies associated with the exchange notes should not cause the exchange notes to be subject to the contingent payment debt instrument rules. Our determination is binding on a holder unless such holder discloses its contrary position in the manner required by applicable Treasury regulations. Our determination is not, however, binding on the IRS, and if the IRS were to successfully challenge this determination, a holder might be required to accrue interest income at a higher rate than the stated interest rate on the exchange notes, and to treat as ordinary income any gain realized on the taxable disposition of an exchange note. The remainder of this discussion assumes that the exchange notes will not be treated as contingent payment debt instruments. Investors should consult their own tax advisor about this issue.

U.S. Holders — Ownership and Disposition of Notes

Taxation of Interest

A U.S. holder generally will include in gross income payments of stated interest received or accrued on an exchange note in accordance with the U.S. holder's usual method of accounting for U.S. federal income tax purposes as ordinary interest income from sources within the United States.

Sale or Exchange of Exchange Notes

A U.S. holder generally will recognize gain or loss upon the sale or exchange (including a retirement or redemption) of an exchange note equal to the difference between the amount realized upon such sale or exchange and the U.S. holder's adjusted tax basis in the exchange note. A U.S. holder's adjusted tax basis of an exchange note is generally equal to the cost it paid for such exchange note. Generally, except to the extent of accrued but unpaid interest (which will be taxed as ordinary interest income to the extent not previously so taxed), any gain or loss recognized upon a sale or exchange of an exchange note by a U.S. Holder will be capital gain or loss. The capital gain or loss will be long-term capital gain or loss if the United States Holder's holding period for the exchange notes is more than one year at the time of the sale or exchange. For non-corporate U.S. holders, long-term capital gains may be subject to reduced rates of taxation when compared to the rates of taxation applicable to interest income. The deductibility of capital losses is subject to certain limitations.

Additional Medicare Surtax

In 2010, Congress enacted the Health Care and Education Reconciliation Act of 2010 (the "**Health Care Act**"). Subject to certain exceptions, the Health Care Act will generally require certain individuals, estates and trusts to pay a 3.8% Medicare surtax on "net investment income." For these purposes, "net investment income" includes, among other things, interest income and proceeds from the sale or other disposition in respect of securities like the exchange notes. This Medicare surtax will apply for taxable years beginning after December 31, 2012. Holders of notes, including the exchange notes, should consult with their own tax advisors regarding the effect, if any, of the Health Care Act on their ownership and eventual disposition of such notes.

Backup Withholding and Information Reporting

We will, where required, report to the U.S. holders of notes and the IRS the amount of any interest paid on the exchange notes as well as proceeds from the disposition (including retirement or redemption) of exchange notes in each calendar year and the amounts of tax withheld, if any, from those payments. A U.S. holder of an exchange note may be subject to backup withholding tax with respect to payments made on the exchange notes as well as proceeds from the disposition of exchange notes unless the holder:

- is a corporation or comes within other exempt categories and, when required, demonstrates this fact; or
- provides a taxpayer identification number, certifies that is not subject to backup withholding, and otherwise complies with applicable requirements of the backup withholding rules.

Each U.S. Holder may provide such U.S. Holder's correct taxpayer identification number and certify that such U.S. Holder is not subject to backup withholding by completing and submitting IRS Form W-9 or its substitute form. A U.S. Holder of notes who does not provide the payor with his or her correct taxpayer identification number may be subject to penalties imposed by the IRS.

Amounts withheld and remitted to the IRS pursuant to the backup withholding rules do not constitute an additional tax and will be credited against the U.S. Holder's United States federal income tax liabilities, so long as the required information is timely provided to the IRS. If backup withholding results in an overpayment of tax for a particular U.S. Holder, then such U.S. Holder may be entitled to a refund so long as the required information is timely provided to the IRS.

Non-U.S. Holders — Ownership and Disposition of Notes

Taxation of Interest

Interest received or accrued on the exchange notes by a non-U.S. holder will not be subject to United States federal income taxes or withholding tax if such interest is not effectively connected with the conduct of a trade or business within the United States by such non-U.S. holder and such non-U.S. holder:

- does not actually or constructively own 10% or more of the total combined voting power of our outstanding stock;
- is not controlled foreign corporation related to us;
- is not a bank receiving interest described in section 881(c)(3)(A) of the Internal Revenue Code; and
- appropriately certifies as to its foreign status.

A non-U.S. holder can generally meet this certification requirement by providing a properly executed Form W-8BEN or appropriate substitute form to us or our paying agent.

If a non-U.S. holder does not qualify for an exemption from withholding under these rules, then interest income will be subject to withholding tax at the rate of 30% at the time such amount is paid, unless the holder provides us with either (i) a properly executed IRS Form W-8BEN (or successor form), claiming an exemption from or reduction in withholding under the benefit of an applicable tax treaty, or (ii) a properly executed IRS Form W-8ECI (or successor form) stating that interest paid on the exchange note is not subject to withholding tax because it is effectively connected with such holder's United States trade or business. If a non-U.S. holder is engaged in a trade or business in the United States and interest on an exchange note is effectively connected with the conduct of that trade or business, such holder will be subject to United States federal income tax on a net income basis generally in the same manner as if it were a U.S. holder unless an applicable income tax treaty provides otherwise. In addition, if such non-U.S. holder is a foreign corporation, it generally will be subject to a 30% (or a lower applicable treaty rate) branch profits tax on its effectively connected earnings and profits attributable to such interest payment.

Sales or Exchanges of Exchange Notes

A non-U.S. holder generally will not be subject to United States federal income tax on any amount which constitutes capital gain upon sale or exchange (including retirement or redemption) of an exchange note, unless either of the following is true:

- The holder's gain on the exchange notes is effectively connected with a United States trade or business; or
- The holder is present in the United States for 183 or more days in the taxable year within which the sale or exchange takes place and certain other requirements are met.

Any gain recognized by a non-U.S. holder described in the first bullet point above would be subject to United States federal income tax on a net basis as if it were a U.S. holder unless an applicable income tax treaty provides otherwise. In addition, if such non-U.S. holder is a foreign corporation, it generally will be subject to a 30% (or a lower applicable treaty rate) branch profits tax on its effectively connected earnings and profits attributable to such gain. An individual non-U.S. holder described in the second bullet point will be subject to a flat 30% tax on the gain derived from that sale or exchange, which gain may be offset by U.S. source capital losses of such non-U.S. holder, if any.

Backup Withholding and Information Reporting

Under current law, backup withholding or information reporting will generally be required with respect to interest on exchange notes paid to non-U.S. holders if the beneficial owner of the exchange note provides a

statement described above in "Non-U.S. holders — Taxation of Interest" (*e.g.,* IRS Form W-8BEN) or the non-U.S. holder is an exempt recipient and, in each case, the payor does not have actual knowledge that the beneficial owner is a United States person.

Information reporting requirements and, depending on the circumstances, backup withholding tax will apply to any payment of the proceeds of the sale (including a retirement or redemption) of an exchange note effected within the United States or conducted through certain U.S. related financial intermediaries, unless the beneficial owner certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that the beneficial owner is a U.S. person as defined in the Internal Revenue Code), or the beneficial owner otherwise establishes its right to an exemption.

If you are a non-U.S. holder of exchange notes, you should consult your tax advisor regarding the application of information reporting and backup withholding in your particular situation, the availability of an exemption therefrom, and the procedure for obtaining the exemption, if available. Any amounts withheld from payments to you under the backup withholding rules do not constitute an additional tax and will be allowed as a refund or a credit against your United States federal income tax liability, provided that the required information is timely furnished to the IRS.

The Foreign Account Tax Compliance Act ("FATCA")

Congress recently enacted the "Hiring Incentives to Restore Employment Act" (the "**HIRE Act**"), which includes the FATCA. Under the FATCA, foreign entities and foreign financial institutions (*e.g.,* foreign entities acting as intermediaries for investors, most hedge funds, private equity funds, mutual funds, securitization vehicles and any other investment vehicles regardless of size) (collectively "**foreign payees**") must comply with new information reporting rules with respect to their U.S. account holders and investors. These new information reporting rules require foreign payees to provide extensive information to the IRS regarding all U.S. persons who have accounts in (or in some instances, who own debt or equity interest in) such foreign payees and in certain cases enter into an agreement with the IRS. Failure of such foreign payees to comply with these new information reporting rules will result in a new withholding tax on U.S. source payments made to such foreign payees.

Specifically, a foreign payee that does not comply with the FATCA reporting requirements generally will be subject to a new 30% withholding tax with respect to any "withholdable payments" made after December 31, 2012. For this purpose, "withholdable payments" includes, by way of example only, payments of interest and payments of gross proceeds arising from the sale of securities, such as the notes. This new withholding tax generally applies to withholdable payments to noncompliant foreign payees even if such payments would not have been subject to the withholding tax rules otherwise applicable to certain payments to Non-U.S. Holders. Recent IRS guidance provides that regulations implementing the new FATCA reporting requirements will defer the FATCA withholding obligation with respect to interest and dividends until January 1, 2014 (and with respect to gross proceeds from dispositions of securities until January 1, 2015).

The FATCA rules summarized above are generally applicable to debt obligations, such as the notes and the exchange notes, issued or deemed issued after March 18, 2012. However, recently proposed IRS regulations, if adopted, would exempt debt obligations issued before January 1, 2013 from the application of these rules. There can be no assurance as to whether these proposed regulations will be adopted in final form, and, if so, adopted what form the proposed regulations would take. Non-U.S. holders are urged to consult with their own tax advisors regarding the effect, if any, of the FATCA provisions to them based on their particular circumstances.

Exchange Offer

Pursuant to the exchange offer, the notes may be exchanged for Exchange Notes which will be identical in all respects to the notes except that they will have been registered under the Securities Act. The exchange of notes for Exchange Notes will be treated as a "non-event" for United States federal income tax purposes because the Exchange Notes will not be considered to differ materially in kind or extent from the notes. A holder of notes will have the same basis and holding period in the Exchange Notes that it had in the notes immediately prior to the exchange.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with sales of exchange notes received in exchange for outstanding notes which were acquired as a result of market-making activities or other trading activities. We have agreed that, starting on the expiration date and ending on the close of business on the date that is 180 days after the expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of those methods of resale, at prices which may or may not be based upon market prices prevailing at the time of the sale. Any such sale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from the selling broker-dealer and/or the purchasers of the exchange notes. Any broker-dealer that sells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit from sale of the exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation. The letter of transmittal states that a broker-dealer will not, by delivering a prospectus, be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

We have agreed to pay all expenses incident to the exchange offer other than commissions or concessions of any brokers or dealers and will indemnify the holders of the outstanding notes and the exchange notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the exchange notes and the related guarantees has been passed upon for Meritage by Snell & Wilmer L.L.P., Phoenix, Arizona.

EXPERTS

The consolidated financial statements incorporated in this prospectus by reference from Meritage Homes Corporation's Annual Report on Form 10-K and the effectiveness of Meritage Homes Corporation's internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

AVAILABLE INFORMATION

Meritage and the Guarantors have filed with the SEC a registration statement on Form S-4 (together with all amendments and exhibits thereto, the "registration statement") under the Securities Act for the registration of the exchange notes offered hereby. As permitted by the rules and regulations of the SEC, this prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules thereto. For further information with respect to Meritage, the Guarantors and the exchange notes offered hereby, reference is made to the registration statement and to the exhibits and schedules filed therewith. Statements contained in this prospectus concerning the contents of any contract or other document are not necessarily complete. With respect to each such contract or other document filed with the SEC as an exhibit to the registration statement, reference is made to the exhibit for a more complete description of the matter involved.

We are subject to the informational requirements of the Exchange Act, and file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information may be read and copied at the Public Reference Room maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site that contains reports, proxy and information statements and other information regarding registrants like us that file electronically with the SEC (at http://www.sec.gov). Meritage's common stock is listed on the New York Stock Exchange under the symbol "MTH". Reports, proxy statements and other information relating to Meritage can be inspected at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005. You may also find the reports, proxy statements and other information we file with the SEC on our website at www.meritagehomes.com.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

We are incorporating by reference certain information that we have filed under the informational requirements of the Exchange Ac. The information contained in the documents we are incorporating by reference is considered part of this prospectus. We are incorporating by reference the following documents, which we have already filed or furnished with the SEC:

Filing	Date Filed
Annual Report on Form 10-K for the year ended December 31, 2011	February 24, 2012
Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2012	May 3, 2012
Proxy Statement on Schedule 14A	April 3, 2012
Current Report on Form 8-K	January 5, 2012
Current Report on Form 8-K	January 27, 2012
Current Report on Form 8-K	March 27, 2012
Current Report on Form 8-K	March 28, 2012
Current Report on Form 8-K	April 10, 2012
Current Report on Form 8-K	April 24, 2012

All documents filed by Meritage under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date of this prospectus until the exchange offer is completed are incorporated into this prospectus by reference and will constitute part of this prospectus from the date they are filed.

Any statement contained in this prospectus or in a document incorporated or deemed to be incorporated by reference in this prospectus shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other document subsequently filed with the SEC which is or is deemed to be incorporated by reference in this prospectus modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

If information in any of these incorporated documents conflicts with information in this prospectus you should rely on the most recent information. If information in an incorporated document conflicts with information in another incorporated document, you should rely on the information in the most recent incorporated document.

You may request from us a copy of any document we incorporate by reference at no cost, excluding all exhibits to such incorporated documents unless we have specifically incorporated by reference such exhibits either in this prospectus or in the incorporated document, by making such a request in writing or by telephone to the following address:

Meritage Homes Corporation
17851 North 85th Street, Suite 300
Scottsdale, Arizona 85255
Attention: Investor Relations
(480) 515-8100

Except as provided above, no other information (including information on our website) is incorporated by reference into this prospectus.

SUBSIDIARY GUARANTORS AND FINANCIAL STATEMENTS

Each subsidiary guarantor is exempt from Exchange Act reporting pursuant to Rule 12h-5 under the Exchange Act, as:

- Meritage Homes Corporation has no independent assets or operations;
- the guarantees of the subsidiary guarantors are full and unconditional and joint and several; and
- any subsidiaries of Meritage Homes Corporation other than the subsidiary guarantors are, individually and in the aggregate, minor.

There are no significant restrictions on the ability of Meritage Homes Corporation or any subsidiary guarantor to obtain funds from its subsidiaries by dividend or loan.

$300,000,000

7% Senior Notes due 2022

PROSPECTUS
, 2012

Each broker-dealer that receives exchange notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of those exchange notes. The letter of transmittal states that, by so acknowledging and delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where the outstanding notes were acquired by the broker-dealer as a result of market-making activities or other trading activities.

We have agreed that, for a period of 180 days after the consummation of this exchange offer, we will make this prospectus available to any broker-dealer for use in connection with the resale of exchange notes. See "Plan of Distribution."

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. ***Indemnification of Directors and Officers***

Meritage Homes Corporation

Under the provisions of the Maryland General Corporation Law (the "MGCL"), a corporation's charter may, with certain exceptions, include any provision expanding or limiting the liability of its directors and officers to the corporation or its stockholders for money damages, but may not include any provision that restricts or limits the liability of its directors or officers to the corporation or its stockholders to the extent that (1) it is proved that the person actually received an improper benefit or profit in money, property, or services for the amount of the benefit or profit in money, property, or services actually received or (2) a judgment or other final adjudication adverse to the person is entered in a proceeding based on a finding in the proceeding that the person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. Meritage's charter contains a provision limiting the personal liability of officers and directors to Meritage and its stockholders to the fullest extent permitted under Maryland law.

In addition, the provisions of the MGCL permit a corporation to indemnify its present and former directors and officers, among others, against liability incurred, unless it is established that (1) the act or omission of the director or officer was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty, or (2) the director or officer actually received an improper personal benefit in money, property, or services, or (3) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, under the MGCL, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation or for a judgment of liability on the basis that personal benefit was improperly received, unless in either case a court orders indemnification and then only for expenses. In addition, the MGCL permits a corporation to advance reasonable expenses to a director or officer upon the corporation's receipt of (a) a written affirmation by the director or officer of his good faith belief that he has met the standard of conduct necessary for indemnification by the corporation and (b) a written undertaking by him or on his behalf to repay the amount paid or reimbursed by the corporation if it shall ultimately be determined that the standard of conduct was not met. Meritage's charter provides that it will indemnify and advance expenses to its directors, officers and others so designated by the board of directors to the full extent permitted under Maryland law.

Meritage Homes Corporation also maintains, for the benefit of its and its subsidiaries' directors and officers, insurance against certain asserted or incurred liabilities, including certain liabilities under the Securities Act.

Subsidiary Guarantors

Arizona Corporate Guarantors

Arizona Revised Statutes ("ARS") § 10-851 allows a corporation, in certain circumstances, to indemnify its directors against costs and expenses (including attorneys' fees) reasonably incurred in connection with threatened, pending or completed civil, criminal, administrative or investigative actions, suits or proceedings, in which such persons were or are parties, or are threatened to be made parties, by reason of the fact that they were or are directors of the corporation, if such persons acted in good faith and either (1) in a manner they reasonably believed to be in the best interests of the corporation (if acting in an official capacity), or (2) in a manner they reasonably believed was at least not opposed to the corporation's best interests (in all other cases). A corporation may indemnify its directors with respect to any criminal action or proceeding if, in addition to the above conditions being met, the individual had no reasonable cause to believe his or her conduct was unlawful. Directors may not be indemnified under ARS § 10-851 in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or in connection with any other proceeding charging improper financial benefit to the director in which the director was adjudged liable on the

basis that financial benefit was improperly received by the director. In addition, under ARS § 10-202(B), a corporation's articles of incorporation may indemnify a director for conduct for which broader indemnification has been made permissible or mandatory under other ARS provisions.

ARS § 10-202 provides that the articles of incorporation may set forth a provision eliminating or limiting the liability of a director to the corporation or its shareholders for money damages, and permitting or making obligatory indemnification of a director, for liability for any action taken or any failure to take any action as a director, except liability for any of the following: (1) the amount of a financial benefit received by a director to which the director is not entitled, (2) an intentional infliction of harm on the corporation or the shareholders, (3) unlawful distributions and (4) an intentional violation of criminal law.

ARS § 10-850 defines a director as including an individual who is or was a director of a corporation or an individual while a director of a corporation is or was serving at the corporation's request as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity.

ARS § 10-852 provides for mandatory indemnification in certain situations such that, unless limited by its articles of incorporation, a corporation shall indemnify a director who was the prevailing party, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

ARS § 10-856 provides that a corporation may indemnify its officers against costs and expenses (including attorneys' fees) reasonably incurred in connection with threatened, pending or completed civil, criminal, administrative or investigative actions, suits or proceedings, in which such persons were or are parties, or are threatened to be made parties because the individual is or was an officer of the corporation to the same extent as a director. If the individual is an officer but not a director (or is both but is made a party to the proceeding solely because of an act or omission as an officer), a corporation may indemnify and advance expenses to the further extent as may be provided by the articles of incorporation, the bylaws, a resolution of the board of directors or contract except for (1) liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding or (2) liability arising out of conduct that constitutes (a) receipt by the officer of a financial benefit to which the officer is not entitled, (b) an intentional infliction of harm on the corporation or the shareholders or (c) an intentional violation of criminal law. An officer of a corporation who is not a director is entitled to mandatory indemnification as a prevailing party under ARS § 10-852.

ARS § 10-857 provides that a corporation may purchase and maintain insurance, including retrospectively rated and self-insured programs, on behalf of an individual who is or was a director or officer of the corporation or who, while a director or officer of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director or officer, whether or not the corporation would have power to indemnify or advance expenses to the individual against the same liability under Arizona law.

The articles of incorporation of Meritage Homes of Arizona, Inc., Meritage Homes Construction, Inc., Meritage Homes of Nevada, Inc., Meritage Homes of Colorado, Inc., Meritage Homes of Texas Holding, Inc., and Meritage Homes of North Carolina, Inc., each of which is an Arizona corporation, provide that the liability of a director or former director to the corporation or its shareholders shall be eliminated to the fullest extent permitted by Arizona law. In addition, the articles of incorporation of each of these corporations, other than Meritage Homes of Texas Holding, Inc., provide that the corporation shall indemnify any and all of its existing and former directors and officers to the fullest extent permitted by Arizona law.

Arizona Limited Liability Company Guarantors

ARS § 29-610 provides that, unless otherwise limited in a company's articles of organization, an Arizona limited liability company may indemnify a member, manager, employee, officer or agent or any other person. The articles of organization for each of Meritage Homes Operating Company, LLC, Meritage Homes of Texas, LLC, Meritage Paseo Crossing, LLC, Meritage Paseo Construction, LLC, MTH-Cavalier, LLC, MTH Golf, LLC, and WW Project Seller, LLC each of which is an Arizona limited liability company, do not contain any such restrictions.

The operating agreement for each of MTH-Cavalier, LLC and MTH Golf, LLC provides that its members and their respective affiliates will be indemnified and held harmless, to the extent of the applicable company's assets, for, from, and against any liability, damage, cost, expense, loss, claim, or judgment incurred arising out of any claim based upon acts performed or omitted to be performed by in connection with the business of the applicable company. However, the operating agreement for each of MTH-Cavalier, LLC and MTH Golf, LLC further provides that, notwithstanding the foregoing, no such person shall be indemnified or held harmless for claims based upon acts or omissions in breach of the operating agreement or that constitute fraud, gross negligence, or willful misconduct. In addition, the operating agreement for each of MTH-Cavalier, LLC and MTH Golf, LLC provides that no members or their respective affiliates shall be personally liable, responsible, or accountable in damages or otherwise to the applicable company for any act or omission performed or omitted in connection with the applicable company or its business, and that any member's liability for the debts and obligations of the applicable company shall be limited as set forth under applicable law.

California Corporate Guarantor

Section 317 of the California General Corporation Law (the "CGCL") allows a corporation, in certain circumstances, to indemnify its directors and officers against certain expenses (including attorneys' fees and certain expenses of establishing a right to indemnification), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with threatened, pending or completed civil, criminal, administrative or investigative actions, suits or proceedings (other than an action by or in the right of the corporation), in which such persons were or are parties, or are threatened to be made parties, by reason of the fact that they were or are directors or officers of the corporation, if such persons acted in good faith and in a manner they reasonably believed to be in the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. In addition, a corporation is, in certain circumstances, permitted to indemnify its directors and officers against certain expenses incurred in connection with the defense or settlement of a threatened, pending or completed action by or in the right of the corporation, and against amounts paid in settlement of any such action, if such persons acted in good faith and in a manner they believed to be in the best interests of the corporation and its shareholders, provided that the specified court approval is obtained. Furthermore, a corporation may purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under California law.

Section 204(a)(10) of the CGCL allows a corporation to include a provision in its articles of incorporation eliminating or limiting the personal liability of a director for monetary damages in an action brought by or in the right of the corporation for breach of the director's duties to the corporation and its shareholders, except for the liability of a director resulting from (1) acts or omissions involving intentional misconduct or a knowing and culpable violation of law, (2) any transaction from which a director derived an improper personal benefit, (3) acts or omissions that a director believes to be contrary to the best interests of the corporation or its shareholders or that involve the absence of good faith on the part of the director, (4) acts or omissions showing a reckless disregard for the director's duty to the corporation or its shareholders, (5) acts or omissions constituting an unexcused pattern of inattention to the director's duty, (6) liability under California law relating to transactions between corporations and directors or corporations having interrelated directors or (7) the making of an illegal distribution or loan to shareholders.

The articles of incorporation of Meritage Homes of California, Inc., which is a California corporation, provides that the liability of directors for monetary damages shall be eliminated to the fullest extent permissible under California law and that the corporation is authorized to provide indemnification of its officers and directors through bylaw provisions, agreements with officers and directors, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the CGCL, subject only to the applicable limits set forth in Section 204 of the CGCL. The bylaws of Meritage Homes of California, Inc. provide that the corporation shall indemnify each of its directors and officers to the maximum extent and in the manner permitted by the CGCL.

California Limited Liability Company Guarantor

Section 17155 of the California Beverly-Killea Limited Liability Company Act provides that, except for a breach of a manager's fiduciary duties of loyalty and care owed to the limited liability company and to its members, the articles of organization or written operating agreement of a California limited liability company may provide for indemnification of any person, including, without limitation, any manager, member, officer, employee, or agent of the limited liability company, against judgments, settlements, penalties, fines, or expenses of any kind incurred as a result of acting in that capacity. Section 17155 further provides that a California limited liability company shall have power to purchase and maintain insurance on behalf of any manager, member, officer, employee, or agent of the limited liability company against any liability asserted against or incurred by the person in that capacity or arising out of the person's status as a manager, member, officer, employee, or agent of the limited liability company.

The operating agreement for California Urban Builders, LLC, which is a California limited liability company, provides that neither the company's member nor its manager shall be liable, responsible, or accountable in damages or otherwise to the company or to its member or its members' assignees for any loss, damage, cost, liability or expense incurred by reason of or caused by any act or omission performed or omitted by such member or manager, whether alleged to be based upon or arising from errors in judgment, negligence or breach of duty (including alleged breach of any duty of care or duty of loyalty or other fiduciary duty), except for (1) acts or omissions the member or manager knew at the time of the acts or omissions were clearly in conflict with the interest of the company, or (2) any transaction from which the member or manager derived an improper personal benefit, (3) a willful breach of the company's operating agreement, or (4) gross negligence, recklessness, willful misconduct, or knowing violation of law. In addition, the operating agreement provides that, without limiting the foregoing, neither the manager nor the member shall in any event be liable for (a) the failure to take any action not specifically required to be taken by the member or manager under the terms of the operating agreement or (b) any mistake, misconduct, negligence, dishonesty or bad faith on the part of any employee or other agent of the company appointed in good faith by the manager.

Delaware Limited Liability Company Guarantor

M&M Fort Myers Holdings, LLC is a Delaware limited liability company and is subject to Section 18-108 of the Delaware Limited Liability Company Act, which provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

The limited liability company agreement of M&M Fort Myers Holdings, LLC provides that it shall indemnify, defend and hold harmless the member and manager (and their respective affiliates) (each, an "Actor") to the extent of M&M Fort Myers Holdings, LLC's assets for, from and against any Losses (as defined in the operating agreement) stemming from actions taken in good faith in connection with M&M Fort Myers Holdings, LLC or its business; provided that the Actor will remain liable for acts in breach of the operating agreement or that constitute bad faith, fraud, willful misconduct or gross negligence. The limited liability company agreement

of M&M Fort Myers Holdings, LLC also provides that Actor shall not be liable for any actions taken in good faith in connection with M&M Fort Myers Holdings, LLC or its business; provided that the Actor will remain liable for acts in breach of the operating agreement or that constitute bad faith, fraud, willful misconduct or gross negligence.

Texas Corporate Guarantor

Section 8.101 of the Texas Business Organizations Code (the "TBOC") provides that, subject to certain limitations and in addition to other provisions, a Texas corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director only if it is determined in accordance with certain requirements that: the person: (A) acted in good faith; (B) reasonably believed: (i) in the case of conduct in the person's official capacity, that the person's conduct was in the enterprise's best interests; and (ii) in any other case, that the person's conduct was not opposed to the enterprise's best interests; and (C) in the case of a criminal proceeding, did not have a reasonable cause to believe the person's conduct was unlawful.

Section 8.051 of the TBOC also provides that a Texas corporation shall indemnify a director against reasonable expenses actually incurred by the director in connection with a proceeding in which the director is a named defendant or respondent because he or she is or was a direItor if the director is wholly successful, on tIe merits or otherwise, in tIe defense of the proceeding. In addition, Section 8.052 of the TBOC requires indemnification by a Texas corporation to the fullest extent that a court so orders.

The certificate of formation for Carefree Title Agency, Inc. provides that the liability of a director or former director to the corporation and its shareholders shall be eliminated to the fullest extent permitted under the TBOC. The certificate of formation for Carefree Title Agency, Inc. also provides that the corporation shall indemnify any and all existing and former directors and officers to the fullest extent permitted under Texas law. If the TBOC is amended to authorize corporate action further eliminating or limiting the liability of directors, or if Texas law is amended to authorize the corporation to broaden its ability to indemnify its directors and officers, the liability of a director shall be eliminated or limited, and the ability of the corporation to indemnify its directors and officers shall be expanded, to the fullest extent permitted under the TBOC and Texas law, as amended, respectively.

Texas Limited Liability Company Guarantors

Section 101.402 of the TBOC provides that a Texas limited liability company may (1) indemnify a person; (2) pay in advance or reimburse expenses incurred by a person; and (3) purchase or procure or establish and maintain insurance or another arrangement to indemnify or hold harmless a person. For the purposes of Section 101.402 of the TBOC, a person includes a member, manager, or officer of a limited liability company or an assignee of a membership interest in the company. In addition, Section 101.401 of the TBOC provides that the company agreement of a limited liability company may expand or restrict any duties, including fiduciary duties, and related liabilities that a member, manager, officer, or other person has to the company or to a member or manager of the company. Therefore, under the TBOC, indemnification of the governing persons of a Texas limited liability company is a contractual matter to be governed by the entity's company agreement or other constituent documents, as applicable, and subject to any common law established by the courts.

The regulations for Meritage Holdings, L.L.C. provide that each member shall be indemnified against any and all liability and reasonable expense that may be incurred by or in connection with or resulting from (1) any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, (2) an appeal in such an event, or (3) any inquiry or investigation that could lead to such an event, all to the full extent permitted by applicable law. The regulations for Meritage Holdings, L.L.C. further provide that, upon a determination by the member to do so, Meritage Holdings, L.L.C. may indemnify its current and past officers and agents in their capacities as such and, if serving at the request of Meritage Holdings, L.L.C. as a director, manager, officer, trustee, employee, agent, or similar functionary of another foreign or domestic

corporation, limited liability company, trust, partnership, joint venture, sole proprietorship, employee benefit plan, or other enterprise, in each of those capacities, against any and all liability and reasonable expense that may be incurred by them in connection with or resulting from the events listed in (1), (2), and (3) of this paragraph, all to the full extent permitted by applicable law.

The Amended and Restated Company Agreement of Meritage Homes of Texas Joint Venture Holding Company, LLC provides that each person who was or is a member or officer of the both in their capacities as such and, if serving at the request of Meritage Homes of Texas Joint Venture Holding Company, LLC as a director, manager, officer, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, trust, partnership, joint venture, sole proprietorship, employee benefit plan, or other enterprise, in each of those capacities shall be indemnified against any and all liability and reasonable expense that may be incurred by them in connection with or resulting from (1) any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative (2) an appeal in such an event, (3) any inquiry or investigation that could lead to such an event, or (4) all loss, damage, expense (including without limitation fees and expenses of attorneys and other advisors and any court costs incurred by any such person) or liability by reason of anything any such person does or refrains from doing for, or in connection with the business or affairs of, Meritage Homes of Texas Joint Venture Holding Company, LLC, all to the fullest extent permitted by applicable law.

Florida Corporate Guarantor

Section 607.0850 of the Florida Business Corporation Act ("FBCA") permits, subject to certain exclusions, and in some cases requires, a corporation to indemnify its directors, officers, employees, or agents, or any person serving at its request in any such capacity, against certain expenses and liabilities incurred as a party to any proceeding brought against such person by reason of the fact that such person is or was a director, officer, employee, or agent of a corporation or is or was serving in such capacity at the request of the corporation. With respect to proceedings, other than an action by, or in the right of the corporation, such indemnification is permitted if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the corporation, and with respect to any criminal action or proceeding, if such person had no reasonable cause to believe his or her conduct was unlawful.

With respect to any action threatened, pending or completed by or in the right of a corporation to procure a judgment in its favor against any such person, a corporation may indemnify any such person against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, including the appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which any such person shall have been adjudged to be liable unless, and only to the extent that, the court in which the action was brought, or any other court of competent jurisdiction, determines that despite the adjudication of liability, but in view of all the circumstances in the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 607.0850 of the FBCA also provides that if any such person has been successful on the merits or otherwise in defense of any action, suit or proceeding whereby indemnification of persons acting on behalf of the corporation has been authorized by the corporation, whether brought in the right of a corporation or otherwise, such person shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith. Any such indemnification not made pursuant to a determination by a court shall be made by the corporation only as authorized in the specific case upon a determination made by the applicable listed alternative parties and in the manner set forth in the FBCA that indemnification of the director, officer, employee or agent is proper because he or she has met the applicable standard of conduct.

Section 607.0850 of the FBCA also contains a provision authorizing corporations to purchase and maintain liability insurance on behalf of its directors and officers.

The bylaws of Meritage Homes of Florida, Inc., which is a Florida corporation, provide that the corporation is authorized to provide indemnification of its directors, officers, employees, or agents, or any person serving at its request in any such capacity to the maximum extent permitted by the FBCA.

Item 21. ***Exhibits and Financial Statement Schedules***

(a) *Exhibits:*

Exhibit Number	Description	Page or Method of Filing
2.1	Agreement and plan of Reorganization, dated as of September 13, 1996, by and among Homeplex, the Monterey Merging Companies and the Monterey Stockholders	Incorporated by reference to Appendix A of Form S-4 Registration Statement No. 333-15937.
3.1	Restated Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Exhibit 3 of Form 8-K dated June 20, 2002.
3.1.1	Amendment to Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Exhibit 3.1 of Form 8-K dated September 15, 2004.
3.1.2	Amendment to Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Appendix A of the Proxy Statement for the 2006 Annual Meeting of Stockholders.
3.1.3	Amendment to Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Appendix B of the Proxy Statement for the 2008 Annual Meeting of Stockholders.
3.1.4	Amendment to Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Appendix A of the Definitive Proxy Statement filed with the Securities and Exchange Commission on January 9, 2009.
3.2	Amended and Restated Bylaws of Meritage Homes Corporation	Incorporated by reference to Exhibit 3.1 of Form 8-K dated August 21, 2007.
3.2.1	Amendment to Amended and Restated Bylaws of Meritage Homes Corporation	Incorporated by reference to Exhibit 3.1 of Form 8-K filed on December 24, 2008.
3.2.2	Amendment No. 2 to Amended and Restated Bylaws of Meritage Homes Corporation	Incorporated by reference to Exhibit 3.1 of Form 8-K filed on May 20, 2011.
3.3	Articles of Organization of Meritage Paseo Crossing, LLC	Incorporated by reference to Exhibit 3.6 of Form S-4 Registration Statement No. 333-64538.
3.4	Articles of Incorporation of Meritage Homes Construction, Inc. (formerly known as Hancock-MTH Builders, Inc.)	Incorporated by reference to Exhibit 3.19 of Form S-4 Registration Statement No. 333-64538.
3.4.1	Articles of Amendment and Merger of Meritage Homes Construction, Inc. (formerly known as Hancock-MTH Builders, Inc.)	Incorporated by reference to Exhibit 3.4.1 of Form S-4 Registration Statement No. 333-166972.
3.5	Bylaws of Meritage Homes Construction, Inc. (formerly known as Hancock-MTH Builders, Inc.)	Incorporated by reference to Exhibit 3.20 of Form S-4 Registration Statement No. 333-64538.
3.6	Articles of Organization of Meritage Paseo Construction, LLC (formerly known as Chandler 110, LLC)	Incorporated by reference to Exhibit 3.9 of Form S-4 Registration Statement No. 333-64538.
3.6.1	Amendment to Articles of Organization of Meritage Paseo Construction, LLC (formerly known as Chandler 110, LLC)	Incorporated by reference to Exhibit 3.9.1 of Form S-4 Registration Statement No. 333-64538.

Exhibit Number	Description	Page or Method of Filing
3.7	Articles of Incorporation of Meritage Homes of California, Inc. (formerly known as Meritage Homes of Northern California, Inc.)	Incorporated by reference to Exhibit 3.17 of Form S-4 Registration Statement No. 333-64538.
3.7.1	Certificate of Amendment of Articles of Incorporation for Meritage Homes of California, Inc. (formerly known as Meritage Homes of Northern California, Inc.)	Incorporated by reference to Exhibit 3.17.1 of Form S-4 Registration Statement No. 333-115610.
3.8	Bylaws of Meritage Homes of California, Inc. (formerly known as Meritage Homes of Northern California, Inc.)	Incorporated by reference to Exhibit 3.18 of Form S-4 Registration Statement No. 333-64538.
3.9	Articles of Incorporation of Meritage Homes of Arizona, Inc. (formerly known as Hancock-MTH Communities, Inc.)	Incorporated by reference to Exhibit 3.21 of Form S-4 Registration Statement No. 333-64538.
3.9.1	Articles of Amendment and Merger of Meritage Homes of Arizona, Inc. (formerly known as Hancock-MTH Communities, Inc.)	Incorporated by reference to Exhibit 3.9.1 of Form S-4 Registration Statement No. 333-166972.
3.10	Bylaws of Meritage Homes of Arizona, Inc. (formerly known as Hancock-MTH Communities, Inc.)	Incorporated by reference to Exhibit 3.22 of Form S-4 Registration Statement No. 333-64538.
3.11	Articles of Incorporation of Meritage Homes of Nevada, Inc. (formerly known as MTH-Homes Nevada, Inc.)	Incorporated by reference to Exhibit 3.30 of Form S-4 Registration Statement No. 333-105043.
3.11.1	Articles of Amendment of Meritage Homes of Nevada, Inc. (formerly known as MTH-Homes Nevada, Inc.)	Incorporated by reference to Exhibit 3.11.1 of Form S-4 Registration Statement No. 333-166972.
3.12	Bylaws of Meritage Homes of Nevada, Inc. (formerly known as MTH-Homes Nevada, Inc.)	Incorporated by reference to Exhibit 3.31 of Form S-4 Registration Statement No. 333-105043.
3.13	Articles of Organization of Meritage Holdings, L.L.C.	Incorporated by reference to Exhibit 3.32 of Form S-4 Registration Statement No. 333-105043.
3.14	Regulations of Meritage Holdings, L.L.C.	Incorporated by reference to Exhibit 3.33 of Form S-4 Registration Statement No. 333-105043.
3.15	Articles of Organization of MTH-Cavalier, LLC	Incorporated by reference to Exhibit 3.38 of Form S-4 Registration Statement No. 333-105043.
3.16	Operating Agreement of MTH-Cavalier, LLC	Incorporated by reference to Exhibit 3.39 of Form S-4 Registration Statement No. 333-105043.
3.17	Articles of Organization of MTH Golf, LLC (formerly known as Mission Royale Golf Course, LLC)	Incorporated by reference to Exhibit 3.40 of Form S-4 Registration Statement No. 333-109933.
3.17.1	Articles of Amendment of MTH Golf, LLC (formerly known as Mission Royale Golf Course, LLC)	Incorporated by reference to Exhibit 3.40.1 of Form S-4 Registration Statement No. 333-109933.
3.18	Operating Agreement of MTH Golf, LLC	Incorporated by reference to Exhibit 3.18 of Form S-4 Registration Statement No. 333-166972.

Exhibit Number	Description	Page or Method of Filing
3.19	Articles of Incorporation of Meritage Homes of Colorado, Inc.	Incorporated by reference to Exhibit 3.43 of Form S-4 Registration Statement No. 333-115610.
3.20	Bylaws of Meritage Homes of Colorado, Inc.	Incorporated by reference to Exhibit 3.44 of Form S-4 Registration Statement No. 333-115610.
3.21	Articles of Incorporation of Meritage Homes of Florida, Inc. (formerly known as Greater Homes, Inc.)	Incorporated by reference to Exhibit 3.21 of Form S-4 Registration Statement No. 333-166972.
3.22	Bylaws of Meritage Homes of Florida, Inc. (formerly known as Greater Homes, Inc.)	Incorporated by reference to Exhibit 3.22 of Form S-4 Registration Statement No. 333-166972.
3.23	Articles of Incorporation of Meritage Homes of North Carolina, Inc.	Filed herewith.
3.24	Bylaws of Meritage Homes of North Carolina, Inc.	Filed herewith.
3.25	Articles of Organization of California Urban Homes, LLC	Incorporated by reference to Exhibit 3.44 of Form S-4 Registration Statement No. 333-123661.
3.26	Limited Liability Company Operating Agreement of California Urban Homes, LLC	Incorporated by reference to Exhibit 3.45 of Form S-4 Registration Statement No. 333-123661.
3.26.1	First Amendment to the Limited Liability Company Operating Agreement of California Urban Builders, LLC	Incorporated by reference to Exhibit 3.45.1 of Form S-4 Registration Statement No. 333-123661.
3.27	Articles of Incorporation of Meritage Homes of Texas Holding, Inc. (formerly known as MTH-Texas LP, Inc.)	Incorporated by reference to Exhibit 3.14 of Form S-4 Registration Statement No. 333-64538.
3.27.1	Articles of Merger and Amendment of Meritage Homes of Texas Holding, Inc. (formerly known as MTH-Texas LP, Inc.)	Incorporated by reference to Exhibit 3.27.1 of Form S-4 Registration Statement No. 333-166972.
3.28	Bylaws of Meritage Homes of Texas Holding, Inc. (formerly known as MTH-Texas LP, Inc.)	Incorporated by reference to Exhibit 3.15 of Form S-4 Registration Statement No. 333-64538.
3.29	Restated Articles of Organization of Meritage Homes of Texas Joint Venture Holding Company, LLC (formerly known as Hulen Park Venture, LLC)	Filed herewith.
3.30	Amended and Restated Company Agreement of Meritage Homes of Texas Joint Venture Holding Company, LLC (formerly known as Hulen Park Venture, LLC)	Filed herewith.

Exhibit Number	Description	Page or Method of Filing
3.31	Articles of Organization of Meritage Homes of Texas, LLC	Incorporated by reference to Exhibit 3.31 of Form S-4 Registration Statement No. 333-166972.
3.32	Operating Agreement of Meritage Homes of Texas, LLC	Incorporated by reference to Exhibit 3.32 of Form S-4 Registration Statement No. 333-166972.
3.33	Articles of Organization of Meritage Homes Operating Company, LLC	Incorporated by reference to Exhibit 3.33 of Form S-4 Registration Statement No. 333-166972.
3.34	Operating Agreement of Meritage Homes Operating Company, LLC	Incorporated by reference to Exhibit 3.34 of Form S-4 Registration Statement No. 333-166972.
3.35	Articles of Organization of WW Project Seller, LLC	Incorporated by reference to Exhibit 3.35 of Form S-4 Registration Statement No. 333-166972.
3.36	Certificate of Formation of Carefree Title Agency, Inc.	Filed herewith.
3.37	Bylaws of Carefree Title Agency, Inc.	Filed herewith.
3.38	Certificate of Formation of M&M Fort Myers Holdings, LLC	Filed herewith.
3.39	Limited Liability Company Agreement of M&M Fort Myers Holdings, LLC	Filed herewith.
4.1	Indenture dated March 10, 2005 (re 6.25% Senior Notes due 2015) and Form of 6.25% Senior Notes due 2015	Incorporated by reference to Exhibit 4.4 of Form 10-K for the year ended December 31, 2004.
4.1.1	First Supplemental Indenture, dated April 18, 2005 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.1.1 of Form S-4 Registration Statement No. 333-123661.
4.1.2	Second Supplemental Indenture, dated September 22, 2005 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.2 of Form 10-Q for the quarterly period ended September 30, 2005.
4.1.3	Third Supplemental Indenture, dated July 10, 2007 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.3.3 of Form 10-K for the year ended December 31, 2008.
4.1.4	Instrument of Resignation, Appointment and Acceptance, dated as of May 27, 2008 (re 7% Senior Notes due 2014 and 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.1 of Form 8-K filed on May 28, 2008.
4.1.5	Fourth Supplemental Indenture, dated March 6, 2009 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.2 of Form 10-Q for the quarter ended March 31, 2009.
4.1.6	Fifth Supplemental Indenture, dated April 6, 2011 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.1 of Form 10-Q for the quarter ended March 31, 2011.
4.1.7	Sixth Supplemental Indenture, dated February 14, 2012 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.2.7 of Form 10-K for the year ended December 31, 2011.
4.1.8	Seventh Supplemental Indenture, dated March 7, 2012 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.2 of Form 10-Q for the quarter ended March 31, 2012.

Exhibit Number	Description	Page or Method of Filing
4.1.9	Eighth Supplemental Indenture, dated April 10, 2012 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.2 of Form 8-K dated April 10, 2012.
4.2	Indenture, dated February 23, 2007 (re 7.731% Senior Subordinated Notes due 2017) and Form of 7.731% Senior Subordinated Notes due 2017	Incorporated by reference to Exhibit 4.1 of Form 8-K dated February 23, 2007.
4.2.1	First Supplemental Indenture, dated July 10, 2007 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.4.1 of Form 10-K for the year ended December 31, 2008.
4.2.2	Instrument of Resignation, Appointment and Acceptance, dated as of May 27, 2008 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.2 of Form 8-K filed on May 28, 2008.
4.2.3	Second Supplemental Indenture, dated March 6, 2009 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.1 of Form 10-Q for the quarter ended March 31, 2009.
4.2.4	Third Supplemental Indenture, dated April 6, 2011 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.3 of Form 10-Q for the quarter ended March 31, 2011.
4.2.5	Fourth Supplemental Indenture, dated February 14, 2012 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.3.5 of Form 10-K for the year ended December 31, 2011.
4.2.6	Fifth Supplemental Indenture, dated March 7, 2012 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.3 of Form 10-Q for the quarter ended March 31, 2012.
4.3	Indenture, dated April 13, 2010 (re 7.15% Senior Notes due 2020) and Form of 7.15% Senior Notes due 2020	Incorporated by reference to Exhibit 4.1 of Form 8-K filed on April 14, 2010.
4.3.1	First Supplemental Indenture, dated April 6, 2011 (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.2 of Form 10-Q for the quarter ended March 31, 2011.
4.3.2	Second Supplemental Indenture, dated February 14, 2012 (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.4.2 of Form 10-K for the year ended December 31, 2011.
4.3.3	Third Supplemental Indenture, dated March 7, 2012 (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.4 of Form 10-Q for the quarter ended March 31, 2012.
4.4	Indenture, dated April 10, 2012 (re 7% Senior Notes due 2022) and Form of 7% Senior Notes due 2022	Incorporated by reference to Exhibit 4.1 of Form 8-K dated April 10, 2012.
4.5	Registration Rights Agreement, dated April 10, 2012 (re 7% Senior Notes due 2022)	Incorporated by reference to Exhibit 10.1 of Form 8-K filed on April 10, 2012.
5.1	Opinion of Snell & Wilmer L.L.P. regarding the legality of the securities being registered	Filed herewith.

Exhibit Number	Description	Page or Method of Filing
10.1	2006 Annual Incentive Plan*	Incorporated by reference to Appendix C of the Proxy Statement for the 2006 Annual Meeting of Stockholders.
10.2	Amended 1997 Meritage Stock Option Plan*	Incorporated by reference to Exhibit 10.3 of Form 10-K for the year ended December 31, 2004.
10.3	Meritage Homes Corporation 2006 Stock Incentive Plan*	Incorporated by reference to Exhibit 4.8 of Form S-8 Registration Statement No. 333-166991.
10.3.1	Representative Form of Restricted Stock Agreement*	Incorporated by reference to Exhibit 4.9 of Form S-8 Registration Statement No. 333-166991.
10.3.2	Representative Form of Restricted Stock Agreement (2006 Plan; Executive Officer)*	Incorporated by reference to Exhibit 4.9.1 of Form S-8 Registration Statement No. 333-166991.
10.3.3	Representative Form of Restricted Stock Agreement (2006 Plan; Non-Employee Director)*	Incorporated by reference to Exhibit 4.9.2 of Form S-8 Registration Statement No. 333-166991.
10.3.4	Representative Form of Non-Qualified Stock Option Agreement (2006 Plan)*	Incorporated by reference to Exhibit 4.10 of Form S-8 Registration Statement No. 333-166991.
10.3.5	Representative Form of Incentive Stock Option Agreement (2006 Plan)*	Incorporated by reference to Exhibit 4.4 of Form S-8 Registration Statement No. 333-134637.
10.3.6	Representative Form of Stock Appreciation Rights Agreement (2006 Plan)*	Incorporated by reference to Exhibit 4.5 of Form S-8 Registration Statement No. 333-134637.
10.4	Third Amended and Restated Employment Agreement between the Company and Steven J. Hilton*	Incorporated by reference to Exhibit 10.1 of Form 8-K dated January 9, 2010.
10.4.1	Third Amended and Restated Change of Control Agreement between the Company and Steven J. Hilton	Incorporated by reference to Exhibit 10.5 of Form 8-K dated January 19, 2010.
10.5	Third Amended and Restated Employment Agreement between the Company and Larry W. Seay*	Incorporated by reference to Exhibit 10.2 of Form 8-K filed on January 20, 2010.
10.5.1	Third Amended and Restated Change of Control Agreement between the Company and Larry W. Seay*	Incorporated by reference to Exhibit 10.6 of Form 8-K filed on January 20, 2010.
10.6	Amended and Restated Employment Agreement between the Company and Steven Davis*	Incorporated by reference to Exhibit 10.4 of Form 8-K filed on January 20, 2010.
10.6.1	Amended and Restated Change of Control Agreement between the Company and Steven Davis*	Incorporated by reference to Exhibit 10.8 of Form 8-K filed on January 20, 2010.

Exhibit Number	Description	Page or Method of Filing
10.7	Amended and Restated Employment Agreement between the Company and C. Timothy White*	Incorporated by reference to Exhibit 10.3 of Form 8-K filed on January 20, 2010.
10.7.1	Amended and Restated Change of Control Agreement between the Company and C. Timothy White*	Incorporated by reference to Exhibit 10.7 of Form 8-K filed on January 20, 2010.
12.1	Computation of Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends	Filed herewith.
21.1	List of Subsidiaries	Filed herewith.
23.1	Consent of Deloitte & Touche LLP	Filed herewith.
23.2	Consent of Snell & Wilmer L.L.P.	Included in Exhibit 5.1.
24.1	Powers of Attorney	Included in Signature Pages.
25.1	Statement of Eligibility under the Trust Indenture Act of 1939 on Form T-1 of Wells Fargo Bank, National Association	Filed herewith.
99.1	Form of Letter of Transmittal	Filed herewith.
99.2	Form of Notice of Guaranteed Delivery	Filed herewith.
99.3	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees	Filed herewith.
99.4	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees	Filed herewith.
99.5	Form of Instructions from Beneficial Owner to DTC Participant	Filed herewith.

* Indicates a management contract or compensation plan.

(b) *Financial Statement Schedules:*

Schedules have been omitted because of the absence of conditions under which they are required or because the required material information is included in the Consolidated Financial Statements or Notes to the Consolidated Financial Statements included in the reports incorporated by reference herein.

Item 22. ***Undertakings***

The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in this registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in the registration statement;

provided,however, that:

(A) Paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement; and

(B) Paragraphs (1)(i), (1)(ii) and (1)(iii) do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(6) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in this registration statement when it became effective.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been informed that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Scottsdale, State of Arizona, on May 11, 2012.

MERITAGE HOMES CORPORATION

By: /s/ STEVEN J. HILTON
Steven J. Hilton
Chairman and Chief Executive Officer

The following direct and indirect subsidiaries of the registrant will guarantee the notes and are co-registrants under this registration statement.

Name of Co-Registrant

California Urban Homes, LLC (1)
Meritage Holdings, L.L.C. (2)
Meritage Homes Construction, Inc.
Meritage Homes of Arizona, Inc.
Meritage Homes of California, Inc.
Meritage Homes of Colorado, Inc.
Meritage Homes of Florida, Inc.
Meritage Homes of Nevada, Inc.
Meritage Homes of Texas Holding, Inc.
Meritage Homes of Texas Joint Venture Holding Company, LLC (3)
Meritage Homes of Texas, LLC (2)
Meritage Homes Operating Company, LLC (4)
Meritage Paseo Construction, LLC (5)
Meritage Paseo Crossing, LLC (6)
MTH-Cavalier, LLC (5)
MTH Golf, LLC (5)
WW Project Seller, LLC (7)
Meritage Homes of North Carolina, Inc.
Carefree Title Agency, Inc.
M&M Fort Myers Holdings, LLC (7)

as CO-REGISTRANTS

By: /s/ STEVEN J. HILTON
Steven J. Hilton
Principal Executive Officer and Director of each co-registrant that is a corporation and Principal Executive Officer and Director of the corporate member or manager or sole member of each co-registrant that is a limited liability company.

(1) Executed by Meritage Homes of California, Inc., as sole member
(2) Executed by Meritage Homes of Texas Holding, Inc., as sole member
(3) Executed by Meritage Homes of Texas Holding, Inc., as sole member of Meritage Homes of Texas, LLC, which is the sole member of this co-registrant
(4) Executed by Meritage Homes of Texas Holding, Inc., as 99% member of this co-registrant and the sole member of Meritage Holdings, L.L.C., which owns the remaining 1% of this co-registrant
(5) Executed by Meritage Homes Construction, Inc., as sole member
(6) Executed by Meritage Homes of Arizona, Inc., as sole member
(7) Executed by Meritage Homes of Arizona, Inc., as the sole member of Meritage Paseo Crossing, LLC, which is the sole member of this co-registrant

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint Steven J. Hilton and Larry W. Seay, and each of them, with full power of substitution and full power to act without the other, his true and lawful attorney-in-fact and agent to act for him in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file this registration statement, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in order to effectuate the same as fully, to all intents and purposes, as they, he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

ON BEHALF OF MERITAGE HOMES CORPORATION:

	Signature	Title	Date
By:	/s/ STEVEN J. HILTON Steven J. Hilton	Chairman and Chief Executive Officer (Principal Executive Officer)	May 11, 2012
By:	/s/ LARRY W. SEAY Larry W. Seay	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	May 11, 2012
By:	/s/ HILLA SFERRUZZA Hilla Sferruzza	Vice President, Corporate Controller and Chief Accounting Officer (Principal Accounting Officer)	May 11, 2012
By:	/s/ PETER L. AX Peter L. Ax	Director	May 11, 2012
By:	/s/ RAYMOND OPPEL Raymond Oppel	Director	May 11, 2012
By:	/s/ ROBERT G. SARVER Robert G. Sarver	Director	May 11, 2012
By:	/s/ RICHARD T. BURKE, SR. Richard T. Burke, Sr.	Director	May 11, 2012
By:	/s/ GERALD W. HADDOCK Gerald W. Haddock	Director	May 11, 2012
By:	/s/ DANA BRADFORD Dana Bradford	Director	May 11, 2012
By:	/s/ MICHAEL R. ODELL Michael R. Odell	Director	May 11, 2012

ON BEHALF OF THE FOLLOWING INCORPORATED CO-REGISTRANTS:

Name of Co-Registrant:

Meritage Homes Construction, Inc.
Meritage Homes of Arizona, Inc.
Meritage Homes of California, Inc.
Meritage Homes of Colorado, Inc.
Meritage Homes of Florida, Inc.
Meritage Homes of Nevada, Inc.
Meritage Homes of Texas Holding, Inc.
Meritage Homes of North Carolina, Inc.
Carefree Title Agency, Inc.

	Signature	Title	Date
By:	/s/ STEVEN J. HILTON Steven J. Hilton	Chief Executive Officer and Director (Principal Executive Officer)	May 11, 2012
By:	/s/ LARRY W. SEAY Larry W. Seay	Executive Vice President, Chief Financial Officer, Assistant Secretary and Director (Principal Financial Officer)	May 11, 2012
By:	/s/ HILLA SFERRUZZA Hilla Sferruzza	Vice President, Chief Accounting Officer, Corporate Controller and Assistant Secretary (Principal Accounting Officer)	May 11, 2012

ON BEHALF OF THE FOLLOWING CO-REGISTRANT:

Name of Co-Registrant

Meritage Homes of Florida, Inc.

By:	/s/ C. TIMOTHY WHITE C. Timothy White	Director	May 11, 2012

ON BEHALF OF THE FOLLOWING LIMITED LIABILITY COMPANY CO-REGISTRANTS:

Name of Co-Registrant

California Urban Homes, LLC
Meritage Holdings, L.L.C.
Meritage Homes of Texas Joint Venture Holding Company, LLC
Meritage Homes of Texas, LLC
Meritage Homes Operating Company, LLC
Meritage Paseo Construction, LLC
Meritage Paseo Crossing, LLC
MTH-Cavalier, LLC
MTH Golf, LLC
WW Project Sellor, LLC
M&M Fort Myers Holdings, LLC

Sole Member or Manager of Co-Registrant

Meritage Homes of California, Inc.
Meritage Homes of Texas Holding, Inc.
Meritage Homes of Texas, LLC
Meritage Homes of Texas Holding, Inc.
Meritage Holdings, L.L.C.
Meritage Homes Construction, Inc.
Meritage Homes of Arizona, Inc.
Meritage Paseo Crossing, LLC

	Signature	Title	Date
By:	/s/ STEVEN J. HILTON Steven J. Hilton	Chief Executive Officer and Director of each of: Meritage Homes Construction, Inc., Meritage Homes of Arizona, Inc., Meritage Homes of California, Inc., and Meritage Homes of Texas Holding, Inc. (Principal Executive Officer)	May 11, 2012
By:	/s/ LARRY W. SEAY Larry W. Seay	Executive Vice President, Chief Financial Officer, Assistant Secretary and Director of each of: Meritage Homes Construction, Inc., Meritage Homes of Arizona, Inc., Meritage Homes of California, Inc., and Meritage Homes of Texas Holding, Inc. (Principal Financial Officer)	May 11, 2012
By:	/s/ HILLA SFERRUZZA Hilla Sferruzza	Vice President, Chief Accounting Officer, Corporate Controller and Assistant Secretary Meritage Homes Construction, Inc., Meritage Homes of Arizona, Inc., Meritage Homes of California, Inc., and Meritage Homes of Texas Holding, Inc. (Principal Accounting Officer)	May 11, 2012

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INDEX OF EXHIBITS

Exhibit Number	Description	Page or Method of Filing
2.1	Agreement and plan of Reorganization, dated as of September 13, 1996, by and among Homeplex, the Monterey Merging Companies and the Monterey Stockholders	Incorporated by reference to Appendix A of Form S-4 Registration Statement No. 333-15937.
3.1	Restated Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Exhibit 3 of Form 8-K dated June 20, 2002.
3.1.1	Amendment to Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Exhibit 3.1 of Form 8-K dated September 15, 2004.
3.1.2	Amendment to Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Appendix A of the Proxy Statement for the 2006 Annual Meeting of Stockholders.
3.1.3	Amendment to Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Appendix B of the Proxy Statement for the 2008 Annual Meeting of Stockholders.
3.1.4	Amendment to Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Appendix A of the Definitive Proxy Statement filed with the Securities and Exchange Commission on January 9, 2009.
3.2	Amended and Restated Bylaws of Meritage Homes Corporation	Incorporated by reference to Exhibit 3.1 of Form 8-K dated August 21, 2007.
3.2.1	Amendment to Amended and Restated Bylaws of Meritage Homes Corporation	Incorporated by reference to Exhibit 3.1 of Form 8-K filed on December 24, 2008.
3.2.2	Amendment No. 2 to Amended and Restated Bylaws of Meritage Homes Corporation	Incorporated by reference to Exhibit 3.1 of Form 8-K filed on May 20, 2011.
3.3	Articles of Organization of Meritage Paseo Crossing, LLC	Incorporated by reference to Exhibit 3.6 of Form S-4 Registration Statement No. 333-64538.
3.4	Articles of Incorporation of Meritage Homes Construction, Inc. (formerly known as Hancock-MTH Builders, Inc.)	Incorporated by reference to Exhibit 3.19 of Form S-4 Registration Statement No. 333-64538.
3.4.1	Articles of Amendment and Merger of Meritage Homes Construction, Inc. (formerly known as Hancock-MTH Builders, Inc.)	Incorporated by reference to Exhibit 3.4.1 of Form S-4 Registration Statement No. 333-166972.
3.5	Bylaws of Meritage Homes Construction, Inc. (formerly known as Hancock-MTH Builders, Inc.)	Incorporated by reference to Exhibit 3.20 of Form S-4 Registration Statement No. 333-64538.
3.6	Articles of Organization of Meritage Paseo Construction, LLC (formerly known as Chandler 110, LLC)	Incorporated by reference to Exhibit 3.9 of Form S-4 Registration Statement No. 333-64538.
3.6.1	Amendment to Articles of Organization of Meritage Paseo Construction, LLC (formerly known as Chandler 110, LLC)	Incorporated by reference to Exhibit 3.9.1 of Form S-4 Registration Statement No. 333-64538.

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Exhibit Number	Description	Page or Method of Filing
3.7	Articles of Incorporation of Meritage Homes of California, Inc. (formerly known as Meritage Homes of Northern California, Inc.)	Incorporated by reference to Exhibit 3.17 of Form S-4 Registration Statement No. 333-64538.
3.7.1	Certificate of Amendment of Articles of Incorporation for Meritage Homes of California, Inc. (formerly known as Meritage Homes of Northern California, Inc.)	Incorporated by reference to Exhibit 3.17.1 of Form S-4 Registration Statement No. 333-115610.
3.8	Bylaws of Meritage Homes of California, Inc. (formerly known as Meritage Homes of Northern California, Inc.)	Incorporated by reference to Exhibit 3.18 of Form S-4 Registration Statement No. 333-64538.
3.9	Articles of Incorporation of Meritage Homes of Arizona, Inc. (formerly known as Hancock-MTH Communities, Inc.)	Incorporated by reference to Exhibit 3.21 of Form S-4 Registration Statement No. 333-64538.
3.9.1	Articles of Amendment and Merger of Meritage Homes of Arizona, Inc. (formerly known as Hancock-MTH Communities, Inc.)	Incorporated by reference to Exhibit 3.9.1 of Form S-4 Registration Statement No. 333-166972.
3.10	Bylaws of Meritage Homes of Arizona, Inc. (formerly known as Hancock-MTH Communities, Inc.)	Incorporated by reference to Exhibit 3.22 of Form S-4 Registration Statement No. 333-64538.
3.11	Articles of Incorporation of Meritage Homes of Nevada, Inc. (formerly known as MTH-Homes Nevada, Inc.)	Incorporated by reference to Exhibit 3.30 of Form S-4 Registration Statement No. 333-105043.
3.11.1	Articles of Amendment of Meritage Homes of Nevada, Inc. (formerly known as MTH-Homes Nevada, Inc.)	Incorporated by reference to Exhibit 3.11.1 of Form S-4 Registration Statement No. 333-166972.
3.12	Bylaws of Meritage Homes of Nevada, Inc. (formerly known as MTH-Homes Nevada, Inc.)	Incorporated by reference to Exhibit 3.31 of Form S-4 Registration Statement No. 333-105043.
3.13	Articles of Organization of Meritage Holdings, L.L.C.	Incorporated by reference to Exhibit 3.32 of Form S-4 Registration Statement No. 333-105043.
3.14	Regulations of Meritage Holdings, L.L.C.	Incorporated by reference to Exhibit 3.33 of Form S-4 Registration Statement No. 333-105043.
3.15	Articles of Organization of MTH-Cavalier, LLC	Incorporated by reference to Exhibit 3.38 of Form S-4 Registration Statement No. 333-105043.
3.16	Operating Agreement of MTH-Cavalier, LLC	Incorporated by reference to Exhibit 3.39 of Form S-4 Registration Statement No. 333-105043.
3.17	Articles of Organization of MTH Golf, LLC (formerly known as Mission Royale Golf Course, LLC)	Incorporated by reference to Exhibit 3.40 of Form S-4 Registration Statement No. 333-109933.
3.17.1	Articles of Amendment of MTH Golf, LLC (formerly known as Mission Royale Golf Course, LLC)	Incorporated by reference to Exhibit 3.40.1 of Form S-4 Registration Statement No. 333-109933.

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Exhibit Number	Description	Page or Method of Filing
3.18	Operating Agreement of MTH Golf, LLC	Incorporated by reference to Exhibit 3.18 of Form S-4 Registration Statement No. 333-166972.
3.19	Articles of Incorporation of Meritage Homes of Colorado, Inc.	Incorporated by reference to Exhibit 3.43 of Form S-4 Registration Statement No. 333-115610.
3.20	Bylaws of Meritage Homes of Colorado, Inc.	Incorporated by reference to Exhibit 3.44 of Form S-4 Registration Statement No. 333-115610.
3.21	Articles of Incorporation of Meritage Homes of Florida, Inc. (formerly known as Greater Homes, Inc.)	Incorporated by reference to Exhibit 3.21 of Form S-4 Registration Statement No. 333-166972.
3.22	Bylaws of Meritage Homes of Florida, Inc. (formerly known as Greater Homes, Inc.)	Incorporated by reference to Exhibit 3.22 of Form S-4 Registration Statement No. 333-166972.
3.23	Articles of Incorporation of Meritage Homes of North Carolina, Inc.	Filed herewith.
3.24	Bylaws of Meritage Homes of North Carolina, Inc.	Filed herewith.
3.25	Articles of Organization of California Urban Homes, LLC	Incorporated by reference to Exhibit 3.44 of Form S-4 Registration Statement No. 333-123661.
3.26	Limited Liability Company Operating Agreement of California Urban Homes, LLC	Incorporated by reference to Exhibit 3.45 of Form S-4 Registration Statement No. 333-123661.
3.26.1	First Amendment to the Limited Liability Company Operating Agreement of California Urban Builders, LLC	Incorporated by reference to Exhibit 3.45.1 of Form S-4 Registration Statement No. 333-123661.
3.27	Articles of Incorporation of Meritage Homes of Texas Holding, Inc. (formerly known as MTH-Texas LP, Inc.)	Incorporated by reference to Exhibit 3.14 of Form S-4 Registration Statement No. 333-64538.
3.27.1	Articles of Merger and Amendment of Meritage Homes of Texas Holding, Inc. (formerly known as MTH-Texas LP, Inc.)	Incorporated by reference to Exhibit 3.27.1 of Form S-4 Registration Statement No. 333-166972.
3.28	Bylaws of Meritage Homes of Texas Holding, Inc. (formerly known as MTH-Texas LP, Inc.)	Incorporated by reference to Exhibit 3.15 of Form S-4 Registration Statement No. 333-64538.
3.29	Restated Articles of Organization of Meritage Homes of Texas Joint Venture Holding Company, LLC (formerly known as Hulen Park Venture, LLC)	Filed herewith.

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Exhibit Number	Description	Page or Method of Filing
3.30	Amended and Restated Company Agreement of Meritage Homes of Texas Joint Venture Holding Company, LLC (formerly known as Hulen Park Venture, LLC)	Filed herewith.
3.31	Articles of Organization of Meritage Homes of Texas, LLC	Incorporated by reference to Exhibit 3.31 of Form S-4 Registration Statement No. 333-166972.
3.32	Operating Agreement of Meritage Homes of Texas, LLC	Incorporated by reference to Exhibit 3.32 of Form S-4 Registration Statement No. 333-166972.
3.33	Articles of Organization of Meritage Homes Operating Company, LLC	Incorporated by reference to Exhibit 3.33 of Form S-4 Registration Statement No. 333-166972.
3.34	Operating Agreement of Meritage Homes Operating Company, LLC	Incorporated by reference to Exhibit 3.34 of Form S-4 Registration Statement No. 333-166972.
3.35	Articles of Organization of WW Project Seller, LLC	Incorporated by reference to Exhibit 3.35 of Form S-4 Registration Statement No. 333-166972.
3.36	Certificate of Formation of Carefree Title Agency, Inc.	Filed herewith.
3.37	Bylaws of Carefree Title Agency, Inc.	Filed herewith.
3.38	Certificate of Formation of M&M Fort Myers Holdings, LLC	Filed herewith.
3.39	Limited Liability Company Agreement of M&M Fort Myers Holdings, LLC	Filed herewith.
4.1	Indenture dated March 10, 2005 (re 6.25% Senior Notes due 2015) and Form of 6.25% Senior Notes due 2015	Incorporated by reference to Exhibit 4.4 of Form 10-K for the year ended December 31, 2004.
4.1.1	First Supplemental Indenture, dated April 18, 2005 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.1.1 of Form S-4 Registration Statement No. 333-123661.
4.1.2	Second Supplemental Indenture, dated September 22, 2005 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.2 of Form 10-Q for the quarterly period ended September 30, 2005.
4.1.3	Third Supplemental Indenture, dated July 10, 2007 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.3.3 of Form 10-K for the year ended December 31, 2008.
4.1.4	Instrument of Resignation, Appointment and Acceptance, dated as of May 27, 2008 (re 7% Senior Notes due 2014 and 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.1 of Form 8-K filed on May 28, 2008.
4.1.5	Fourth Supplemental Indenture, dated March 6, 2009 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.2 of Form 10-Q for the quarter ended March 31, 2009.

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Exhibit Number	Description	Page or Method of Filing
4.1.6	Fifth Supplemental Indenture, dated April 6, 2011 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.1 of Form 10-Q for the quarter ended March 31, 2011.
4.1.7	Sixth Supplemental Indenture, dated February 14, 2012 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.2.7 of Form 10-K for the year ended December 31, 2011.
4.1.8	Seventh Supplemental Indenture, dated March 7, 2012 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.2 of Form 10-Q for the quarter ended March 31, 2012.
4.1.9	Eighth Supplemental Indenture, dated April 10, 2012 (re 6.25% Senior Notes due 2015)	Incorporated by reference to Exhibit 4.2 of Form 8-K dated April 10, 2012.
4.2	Indenture, dated February 23, 2007 (re 7.731% Senior Subordinated Notes due 2017) and Form of 7.731% Senior Subordinated Notes due 2017	Incorporated by reference to Exhibit 4.1 of Form 8-K dated February 23, 2007.
4.2.1	First Supplemental Indenture, dated July 10, 2007 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.4.1 of Form 10-K for the year ended December 31, 2008.
4.2.2	Instrument of Resignation, Appointment and Acceptance, dated as of May 27, 2008 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.2 of Form 8-K filed on May 28, 2008.
4.2.3	Second Supplemental Indenture, dated March 6, 2009 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.1 of Form 10-Q for the quarter ended March 31, 2009.
4.2.4	Third Supplemental Indenture, dated April 6, 2011 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.3 of Form 10-Q for the quarter ended March 31, 2011.
4.2.5	Fourth Supplemental Indenture, dated February 14, 2012 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.3.5 of Form 10-K for the year ended December 31, 2011.
4.2.6	Fifth Supplemental Indenture, dated March 7, 2012 (re 7.731% Senior Subordinated Notes due 2017)	Incorporated by reference to Exhibit 4.3 of Form 10-Q for the quarter ended March 31, 2012.
4.3	Indenture, dated April 13, 2010 (re 7.15% Senior Notes due 2020) and Form of 7.15% Senior Notes due 2020	Incorporated by reference to Exhibit 4.1 of Form 8-K filed on April 14, 2010.
4.3.1	First Supplemental Indenture, dated April 6, 2011 (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.2 of Form 10-Q for the quarter ended March 31, 2011.
4.3.2	Second Supplemental Indenture, dated February 14, 2012 (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.4.2 of Form 10-K for the year ended December 31, 2011.
4.3.3	Third Supplemental Indenture, dated March 7, 2012 (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.4 of Form 10-Q for the quarter ended March 31, 2012.

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Exhibit Number	Description	Page or Method of Filing
4.4	Indenture, dated April 10, 2012 (re 7% Senior Notes due 2022) and Form of 7% Senior Notes due 2022	Incorporated by reference to Exhibit 4.1 of Form 8-K dated April 10, 2012.
4.5	Registration Rights Agreement, dated April 10, 2012 (re 7% Senior Notes due 2022)	Incorporated by reference to Exhibit 10.1 of Form 8-K filed on April 10, 2012.
5.1	Opinion of Snell & Wilmer L.L.P. regarding the legality of the securities being registered	Filed herewith.
10.1	2006 Annual Incentive Plan*	Incorporated by reference to Appendix C of the Proxy Statement for the 2006 Annual Meeting of Stockholders.
10.2	Amended 1997 Meritage Stock Option Plan*	Incorporated by reference to Exhibit 10.3 of Form 10-K for the year ended December 31, 2004.
10.3	Meritage Homes Corporation 2006 Stock Incentive Plan*	Incorporated by reference to Exhibit 4.8 of Form S-8 Registration Statement No. 333-166991.
10.3.1	Representative Form of Restricted Stock Agreement*	Incorporated by reference to Exhibit 4.9 of Form S-8 Registration Statement No. 333-166991.
10.3.2	Representative Form of Restricted Stock Agreement (2006 Plan; Executive Officer)*	Incorporated by reference to Exhibit 4.9.1 of Form S-8 Registration Statement No. 333-166991.
10.3.3	Representative Form of Restricted Stock Agreement (2006 Plan; Non-Employee Director)*	Incorporated by reference to Exhibit 4.9.2 of Form S-8 Registration Statement No. 333-166991.
10.3.4	Representative Form of Non-Qualified Stock Option Agreement (2006 Plan)*	Incorporated by reference to Exhibit 4.10 of Form S-8 Registration Statement No. 333-166991.
10.3.5	Representative Form of Incentive Stock Option Agreement (2006 Plan)*	Incorporated by reference to Exhibit 4.4 of Form S-8 Registration Statement No. 333-134637.
10.3.6	Representative Form of Stock Appreciation Rights Agreement (2006 Plan)*	Incorporated by reference to Exhibit 4.5 of Form S-8 Registration Statement No. 333-134637.
10.4	Third Amended and Restated Employment Agreement between the Company and Steven J. Hilton*	Incorporated by reference to Exhibit 10.1 of Form 8-K dated January 9, 2010.
10.4.1	Third Amended and Restated Change of Control Agreement between the Company and Steven J. Hilton	Incorporated by reference to Exhibit 10.5 of Form 8-K dated January 19, 2010.
10.5	Third Amended and Restated Employment Agreement between the Company and Larry W. Seay*	Incorporated by reference to Exhibit 10.2 of Form 8-K filed on January 20, 2010.
10.5.1	Third Amended and Restated Change of Control Agreement between the Company and Larry W. Seay*	Incorporated by reference to Exhibit 10.6 of Form 8-K filed on January 20, 2010.

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Exhibit Number	Description	Page or Method of Filing
10.6	Amended and Restated Employment Agreement between the Company and Steven Davis*	Incorporated by reference to Exhibit 10.4 of Form 8-K filed on January 20, 2010.
10.6.1	Amended and Restated Change of Control Agreement between the Company and Steven Davis*	Incorporated by reference to Exhibit 10.8 of Form 8-K filed on January 20, 2010.
10.7	Amended and Restated Employment Agreement between the Company and C. Timothy White*	Incorporated by reference to Exhibit 10.3 of Form 8-K filed on January 20, 2010.
10.7.1	Amended and Restated Change of Control Agreement between the Company and C. Timothy White*	Incorporated by reference to Exhibit 10.7 of Form 8-K filed on January 20, 2010.
12.1	Computation of Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends	Filed herewith.
21.1	List of Subsidiaries	Filed herewith.
23.1	Consent of Deloitte & Touche LLP	Filed herewith.
23.2	Consent of Snell & Wilmer L.L.P.	Included in Exhibit 5.1.
24.1	Powers of Attorney	Included in Signature Pages.
25.1	Statement of Eligibility under the Trust Indenture Act of 1939 on Form T-1 of Wells Fargo Bank, National Association	Filed herewith.
99.1	Form of Letter of Transmittal	Filed herewith.
99.2	Form of Notice of Guaranteed Delivery	Filed herewith.
99.3	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees	Filed herewith.
99.4	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees	Filed herewith.
99.5	Form of Instructions from Beneficial Owner to DTC Participant	Filed herewith.

* Indicates a management contract or compensation plan.

Exhibit 3.23

ARTICLES OF INCORPORATION
OF
MERITAGE HOMES OF NORTH CAROLINA, INC.

FIRST: The name of the corporation is Meritage Homes of North Carolina, Inc.

SECOND: The purpose for which the corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time. The character of business which the corporation initially intends actually to conduct is the development, construction, and sale of residences.

THIRD: The aggregate number of shares that the corporation shall have authority to issue is one thousand (1,000) common shares, all of which shares shall be of a single class, and shall be without par.

FOURTH: The name and street address in Arizona of the initial statutory agent of the corporation is Corporation Service Company, 2338 W. Royal Palm Road, Phoenix, Arizona 85012.

FIFTH: The number of directors constituting the initial board of directors of the corporation is two (2). The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders, or until their successors are elected and qualified, are:

NAME	ADDRESS
Steven J. Hilton	17851 N. 85th Street, Suite 300 Scottsdale, Arizona 85255
Larry W. Seay	17851 N. 85th Street, Suite 300 Scottsdale, Arizona 85255

The number of persons to serve on the board of directors thereafter shall be fixed by the bylaws of the corporation.

SIXTH: The name and address of the incorporator is Mel Faraoni, 17851 N. 85th Street, Suite 300, Scottsdale, Arizona 85255.

SEVENTH: The liability of a director or former director to the corporation or its shareholders shall be eliminated to the fullest extent permitted by Section 10-202.B.1 of the Arizona Revised Statutes.

If the Arizona Business Corporation Act is amended to authorize corporate action further eliminating or limiting the liability of directors, the liability of director of the corporation shall be eliminated or limited to the fullest extent permitted by the Arizona Business Corporation Act, as amended.

Any repeal or modification of this Article Seventh shall not adversely affect any right or protection of a director of the corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification.

The provisions of this Article Seventh shall not be deemed to limit or preclude indemnification of a director by the corporation for any liability of a director which has not been eliminated by the provisions of this Article Seventh.

EIGHTH: The corporation shall indemnify any and all of its existing and former directors and officers to the fullest extent permitted by Arizona law. If Arizona law is amended to authorize corporate action broadening the corporation's ability to indemnify its directors and officers, the corporation shall indemnify its existing and former directors and officers to the fullest extent permitted by Arizona law, as amended. Any repeal or modification of this Article Eighth shall not adversely affect any right or protection of any existing or former director or officer of the corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification.

DATED: February 17, 2011

/s/ MEL FARAONI
Mel Faraoni, Incorporator

STATEMENT OF AFFILIATION

To the Arizona Corporation Commission:

Meritage Homes of North Carolina, Inc., a to-be-formed Arizona corporation, Meritage Homes of Arizona, an Arizona corporation, Meritage Homes of Colorado, Inc., Meritage Homes of Nevada, Inc., and Meritage Homes of Texas Holding, Inc. are affiliated in that they have the same ultimate parent.

DATED: February 17, 2011

/s/ MEL FARAONI

Mel Faraoni, Incorporator for
Meritage Homes of North Carolina, Inc.
and Vice President – Associate General Counsel for:
Meritage Homes of Arizona, Inc.
Meritage Homes of Colorado, Inc.
Meritage Homes of Nevada, Inc.
Meritage Homes of Texas Holding, Inc.

Exhibit 3.24

MERITAGE HOMES OF NORTH CAROLINA, INC.
(an Arizona Corporation)

BYLAWS

I. REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.01. Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Chapters 1 through 17 of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect (sometimes referred to herein as the "Arizona Business Corporation Act"). Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. Except as otherwise required by law and subject to any procedures established by the corporation pursuant to Arizona Revised Statutes Section 723, the term "shareholder" as used herein shall mean one who is a holder of record of shares of the corporation. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.02. Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.03. Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

II. OFFICES

2.01. Principal Office. The principal office of the corporation shall be located at any place either within or outside the State of Arizona as designated in the corporation's most current Annual Report filed with the Arizona Corporation Commission or in any other document executed and delivered to the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

2.02. Known Place of Business. A known place of business of the corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the corporation. The corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Business Corporation Act.

III. SHAREHOLDERS

3.01. Annual Shareholder Meeting. The annual meeting of the shareholders shall be held on a date and at a time and place designated by the Board of Directors each year, either within or without the State of Arizona, or, in the absence of action by the Board, as set forth in the notice given or waiver signed with respect to such meeting pursuant to Section 3.03 below, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If any annual meeting is for any reason not held on the date determined as aforesaid, a deferred annual meeting may thereafter be called and held in lieu thereof, at which the same proceedings may be conducted. If the day fixed for the annual meeting shall be a legal holiday in the State of Arizona such meeting shall be held on the next succeeding business day.

3.02. Special Shareholder Meetings. Special meetings of the shareholders may be held whenever and wherever, either within or without the State of Arizona, called for by or at the direction of the Chairman of the Board, the President, or the Board of Directors.

3.03. Notice of Shareholders Meetings.

(a) Required Notice. Notice stating the place, day and hour of any annual or special shareholders meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting by or at the direction of the person or persons calling the meeting, to each shareholder entitled to vote at such meeting and to any other shareholder entitled to receive notice of the meeting by law or the Articles. Notices to shareholders shall be given in accordance with, and shall be deemed to be effective at the time and in the manner described in, Arizona Revised Statutes Section 10-141. If no designation is made of the place at which an annual or special meeting will be held in the notice for such meeting, the place of the meeting will be at the principal place of business of the corporation.

(b) Adjourned Meeting. If any shareholder's meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, and place, if the new date, time, and place are announced at the meeting before adjournment. But if a new record date for the adjourned meeting is fixed or must be fixed in accordance with law or these Bylaws, then notice of the adjourned meeting shall be given to those persons who are shareholders as of the new record date and who are entitled to such notice pursuant to Section 3.03(a) above.

(c) Waiver of Notice. Any shareholder may waive notice of a meeting (or any notice of any other action required to be given by the Arizona Business Corporation Act, the corporation's Articles, or these Bylaws), at any time before, during, or after the meeting or other action, by a writing signed by the shareholder entitled to the notice. Each such waiver shall be delivered to the corporation for inclusion in the minutes or filing with the corporate records. Under certain circumstances, a shareholder's attendance at a meeting may constitute a waiver of notice, unless the shareholder takes certain actions to preserve his/her objections as described in the Arizona Business Corporation Act.

(d) Contents of Notice. The notice of each special shareholders meeting shall include a description of the purpose or purposes for which the meeting is called. Except as required by law or the corporation's Articles, the notice of an annual shareholders meeting need not include a description of the purpose or purposes for which the meeting is called.

3.04. Fixing of Record Date. For the purpose of determining shareholders of any voting group entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive any distribution or dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date. Such record date shall not be more than seventy (70) days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is so fixed by the Board of Directors, the record date for the determination of shareholders shall be as provided in the Arizona Business Corporation Act.

When a determination of shareholders entitled to notice of or to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

3.05. Shareholder List. The corporation shall make a complete record of the shareholders entitled to notice of each meeting of shareholders thereof, arranged in alphabetical order, listing the address and the number of shares held by each. The list shall be arranged by voting group and within each voting group by class or series of shares. The shareholder list shall be available for inspection by any shareholder, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting. The list shall be available at the corporation's principal office or at another place identified in the meeting notice in the city where the meeting is to be held. Failure to comply with this section shall not affect the validity of any action taken at the meeting.

3.06. Shareholder Quorum and Voting Requirements.

(a) If the Articles or the Arizona Business Corporation Act provide for voting by a single voting group on a matter, action on that matter is taken when voted upon by that voting group.

(b) If the Articles or the Arizona Business Corporation Act provide for voting by two (2) or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately.

(c) Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a-quorum of those shares exists with respect to that matter. Unless the Articles or the Arizona Business Corporation Act provide otherwise, a majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for action on that matter.

(d) Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is or must be set for that adjourned meeting.

(e) If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the Articles or the Arizona Business Corporation Act require a greater number of affirmative votes.

(f) Voting will be by ballot on any question as to which a ballot vote is demanded prior to the time the voting begins by any person entitled to vote on such question; otherwise, a voice vote will suffice. No ballot or change of vote will be accepted after the polls have been declared closed following the ending of the announced time for voting.

3.07. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy duly executed in writing by the shareholder or the shareholder's duly authorized attorney-in-fact. Such proxy shall comply with law and shall be filed with the Secretary of the corporation or other person authorized to tabulate votes before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The burden of proving the validity of any undated, irrevocable, or otherwise contested proxy at a meeting of the shareholders will rest with the person seeking to exercise the same. A facsimile appearing to have been transmitted by a shareholder or by such shareholder's duly authorized attorney-in-fact may be accepted as a sufficiently written and executed proxy.

3.08. Voting of Shares. Unless otherwise provided in the Articles or the Arizona Business Corporation Act, each outstanding share entitled to vote shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting of shareholders.

3.09. Voting for Directors. Unless otherwise provided in the Articles, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present at the time of such vote. As provided by law, shareholders shall be entitled to cumulative voting in the election of directors.

3.10. Election Inspectors. The Board of Directors, in advance of any meeting of the shareholders, may appoint an election inspector or inspectors to act at such meeting (and at any adjournment thereof). If an election inspector or inspectors are not so appointed, the chairman of the meeting may, or upon request of any person entitled to vote at the meeting will, make such appointment. If any person appointed as an inspector fails to appear or to act, a substitute may be appointed by the chairman of the meeting. If appointed, the election inspector or inspectors (acting through a majority of them if there be more than one) will determine the number of shares outstanding, the authenticity, validity, and effect of proxies, the credentials of persons purporting to be shareholders or persons named or referred to in proxies, and the number of shares represented at the meeting in person and by proxy; will

receive and count votes, ballots, and consents and announce the results thereof; will hear and determine all challenges and questions pertaining to proxies and voting; and, in general, will perform such acts as may be proper to conduct elections and voting with complete fairness to all shareholders. No such election inspector need be a shareholder of the corporation.

3.11. Organization and Conduct of Meetings. Each meeting of the shareholders will be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one, or, if not, or if the Chairman of the Board is absent or so requests, then by the President, or if both the Chairman of the Board and the President are unavailable, then by such other officer of the corporation or such shareholder as may be appointed by the Board of Directors. The corporation's Secretary or in his or her absence, an Assistant Secretary will act as secretary of each meeting of the shareholders. If neither the Secretary nor an Assistant Secretary is in attendance, the chairman of the meeting may appoint any person (whether a shareholder or not) to act as secretary for the meeting. After calling a meeting to order, the chairman thereof may require the registration of all shareholders intending to vote in person and the filing of all proxies with the election inspector or inspectors, if one or more have been appointed (or, if not, with the secretary of the meeting). After the announced time for such filing of proxies has ended, no further proxies or changes, substitutions, or revocations of proxies will be accepted. If directors are to be elected, a tabulation of the proxies so filed will, if any person entitled to vote in such election so requests, be announced at the meeting (or adjournment thereof) prior to the closing of the election polls. Absent a showing of bad faith on his or her part, the chairman of a meeting will, among other things, have absolute authority to fix the period of time allowed for the registration of shareholders and the filing of proxies, to determine the order of business to be conducted at such meeting, and to establish reasonable rules for expediting the business of the meeting and preserving the orderly conduct thereof (including any informal, or question and answer portions thereof).

3.12. Shareholder Approval or Ratification. The Board of Directors may submit any contract or act for approval or ratification of the shareholders at a duly constituted meeting of the shareholders. Except as otherwise required by law, if any contract or act so submitted is approved or ratified by a majority of the votes cast thereon at such meeting, the same will be valid and as binding upon the corporation and all of its shareholders as it would be if it were the act of its shareholders.

3.13. Informalities and Irregularities. All informalities or irregularities in any call or notice of a meeting of the shareholders or in the areas of credentials, proxies, quorums, voting, and similar matters, will be deemed waived if no objection is made at the meeting.

3.14. Shareholder Action by Written Consent. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if one (1) or more consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. The consents shall be delivered to the corporation for inclusion in the minutes or filing with the corporate record. Action taken by consent is effective when the last shareholder signs the consent, unless the consent specifies a different effective date, except that if, by law, the action to be taken requires that notice be given to shareholders who are not entitled to vote on the matter, the effective date

shall not be prior to ten (10) days after the corporation shall give such shareholders written notice of the proposed action, which notice shall contain or be accompanied by the same material that would have been required if a formal meeting had been called to consider the action. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

IV. BOARD OF DIRECTORS

4.01. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors.

4.02. Number, Tenure, and Qualifications of Directors. Unless otherwise provided in the Articles of Incorporation, the authorized number of directors shall be not less than one (1) nor more than ten (10). The number of directors in office from time to time shall be within the limits specified above, as prescribed from time to time by resolution adopted by either the shareholders or the Board of Directors. The directors will regularly be elected at each annual meeting of the shareholders, but directors may be elected at any other meeting of the shareholders. Each director shall hold office until the annual meeting of shareholders following his/her election, subject to his/her earlier resignation or removal. However, if a director's term expires, he/she shall continue to serve until his/her successor shall have been elected and qualified, until his/her resignation or removal, or until there is a decrease in the number of directors. Unless required by the Articles, directors do not need to be residents of the State of Arizona or shareholders of the corporation.

4.03. Regular Meetings of the Board of Directors. A regular annual meeting of the Board of Directors is to be held as soon as practicable after the adjournment of each annual meeting of the shareholders, either at the place of the shareholders meeting or at such other place as the directors elected at the shareholders meeting may have been informed of at or prior to the time of their election. Additional regular meetings may be held at regular intervals at such places and at such times as the Board of Directors may determine.

4.04. Special Meetings of the Board of Directors. Special meetings of the Board of Directors may be held whenever and wherever called for by the Chairman of the Board, the President, or the number of directors that would be required to constitute a quorum.

4.05. Notices. No notice need be given of regular meetings of the Board of Directors. Notice of the time and place of any special directors meeting shall be given at least 48 hours prior thereto. Notice shall be given in accordance with and shall be deemed to be effective at the time and in the manner described in Arizona Revised Statutes Section 10-141. Any director may waive notice of any meeting and any adjournment thereof at any time before, during, or after it is held. Except as provided in the next sentence below, the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records. The attendance of a director at or participation of a director in a meeting shall constitute a waiver of notice of such meeting, unless the director at the beginning of the meeting (or promptly upon his/her arrival) objects to holding the meeting or transacting business at the meeting, and does not thereafter vote for or assent to action taken at the meeting.

4.06. Director Quorum. A majority of the number of directors prescribed according to Section 4.02 above, or if no number is so prescribed, the number in office immediately before the meeting begins, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, unless the Articles require a greater number.

4.07. Directors, Manner of Acting.

(a) If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present shall be the act of the Board of Directors unless the Articles require a greater percentage.

(b) Unless the Articles provide otherwise, any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

(c) A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless: (1) the director objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or transacting business at the meeting; or (2) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (3) he/she delivers written notice of his/her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.08. Director Action Without a Meeting. Unless the Articles provide otherwise, any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Board of Directors as evidenced by one (1) or more written consents describing the action taken, signed by each director and filed with the minutes or corporate records. Action taken by consent is effective when the last director signs the consent, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be described as such in any document.

4.09. Removal of Directors by Shareholders. The shareholders may remove one (1) or more directors at a meeting called for that purpose if notice has been given that a purpose of the meeting is such removal. The removal may be with or without cause unless the Articles provide that directors may only be removed with cause. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in a shareholder vote to remove him. If less than the entire Board of Directors is to be removed, a director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal.

4.10. Board of Director Vacancies.

(a) Unless the Articles provide otherwise, if a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors, either the shareholders or the Board of Directors may fill the vacancy.

(b) If the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders.

(c) A vacancy that will occur at a specific later date (by reason of resignation effective at a later date) may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

(d) The term of a director elected to fill a vacancy expires at the next shareholders meeting at which directors are elected.

4.11. Director Compensation. Unless otherwise provided in the Articles by resolution of the Board of Directors, each director may be paid his/her expenses, if any, of attendance at each meeting of the Board of Directors or any committee thereof, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or any committee thereof, or both. No such payment shall preclude any director from serving the corporation in any capacity and receiving compensation therefor.

4.12. Director Committees.

(a) Creation of Committees. Unless the Articles provide otherwise, the Board of Directors may create one (1) or more committees and appoint members of the Board of Directors to serve on them. Each committee shall have one (1) or more members, who serve at the pleasure of the Board of Directors.

(b) Selection of Members. The creation of a committee and appointment of members to it shall be approved by the greater of (1) a majority of all the directors in office when the action is taken or (2) the number of directors required by the Articles to take such action.

(c) Required Procedures. Sections 4.03 through 4.08 of this Article IV, which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors, apply to committees and their members.

(d) Authority. Unless limited by the Articles, each committee may exercise those aspects of the authority of the Board of Directors which the Board of Directors confers upon such committee in the resolution creating the committee, provided, however, that a committee may not: (1) authorize distributions; (2) approve or propose to shareholders

action that requires shareholder approval under the Arizona Business Corporation Act; (3) fill vacancies on the Board of Directors or on any of its committees; (4) amend the Articles of Incorporation without shareholder action as provided by law; (5) adopt, amend or repeal these Bylaws; (6) approve a plan of merger not requiring shareholder approval; (7) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors; (8) authorize or approve the issuance or sale or contract for sale of shares or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except within limits specifically prescribed by the Board of Directors; or (9) fix the compensation of directors for serving on the Board of Directors or any committee of the Board of Directors.

4.13. Director Resignations. Any director or committee member may resign from his or her office at any time by written notice delivered to the Board of Directors, the Chairman of the Board, or the corporation at its known place of business. Any such resignation will be effective upon its receipt unless some later time is therein fixed, and then from that time. The acceptance of a resignation will not be required to make it effective.

V. OFFICERS

5.01. Number of Officers. The officers of the corporation shall be a President, a Chief Financial Officer, and a Secretary, each of whom shall be appointed by the Board of Directors. Such other officers and assistant officers as may be deemed necessary, including any Vice Presidents, may be appointed by the Board of Directors. If specifically authorized by the Board of Directors, an officer may appoint one (1) or more other officers or assistant officers. The same individual may simultaneously hold more than one (1) office in the corporation.

5.02. Appointment and Term of Office. The officers of the corporation shall be appointed by the Board of Directors for a term as determined by the Board of Directors. The designation of a specified term grants to the officer no contract rights, and the Board of Directors can remove the officer at any time prior to the termination of such term. If no term is specified, an officer of the corporation shall hold office until he or she resigns, dies, or until he or she is removed in the manner provided by law or in Section 5.03 of this Article V. The regular election or appointment of officers will take place at each annual meeting of the Board of Directors, but elections of officers may be held at any other meeting of the Board.

5.03. Resignation and Removal of Officers. An officer may resign at any time by delivering written notice to the corporation at its known place of business. A resignation is effective when the notice is delivered unless the notice specifies a later effective date or event. Any officer may be removed by the Board of Directors at any time, with or without cause. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer shall not of itself create contract rights.

5.04. Duties of Officers. Officers of the corporation shall have authority to perform such duties as may be prescribed from time to time by law, in these Bylaws, or by the Board of Directors, the President, or the superior officer of any such officer. Each officer of the corporation (in the order designated herein or by the Board) will be vested with all of the powers and charged with all of the duties of his or her superior officer in the event of such superior officer’s absence, death, or disability.

5.05. Bonds and Other Requirements. The Board of Directors may require any officer to give bond to the corporation (with sufficient surety and conditioned for the faithful performance of the duties of his or her office) and to comply with such other conditions as may from time to time be required of him or her by the Board of Directors.

5.06. President. Unless otherwise specified by resolution of the Board of Directors, the President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise and control all of the business and affairs of the corporation and the performance by all of its other officers of their respective duties and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall, when present, and in the absence of a Chairman of the Board, preside at all meetings of the shareholders and of the Board of Directors. The President will be a proper officer to sign on behalf of the corporation any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture, contract, or other instrument, except in each such case where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed. The President may represent the corporation at any meeting of the shareholders or members of any other corporation, association, partnership, joint venture, or other entity in which the corporation then holds shares of capital stock or has an interest, and may vote such shares of capital stock or other interest in person or by proxy appointed by him or her, provided that the Board of Directors may from time to time confer the foregoing authority upon any other person or persons.

5.07. Vice-President. If appointed, in the absence of the President or in the event of his/her death or disability, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any such designation, then in the order of their appointment) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. If there is no Vice-President or in the event of the death or disability of all Vice-Presidents, then the Chief Financial Officer shall perform such duties of the President in the event of his or her absence, death, or disability. Each Vice-President will be a proper officer to sign on behalf of the corporation any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture, contract, or other instrument, except in each such case where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed. Any Vice-President may represent the corporation at any meeting of the shareholders or members of any other corporation, association, partnership, joint venture, or other entity in which the corporation then holds shares of capital stock or has an interest, and may vote such shares of capital stock or other interest in person or by proxy appointed by him or her, provided that the Board of Directors may from time to time confer the foregoing authority upon any other person or persons. A Vice-President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

5.08. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors and any committee of the Board of Directors and all unanimous written consents of the shareholders, Board of Directors, and any committee of the Board of Directors in one (1) or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of any seal of the corporation; (d) when requested or required, authenticate any records of the corporation; (e) keep a register of the address of each shareholder which shall be furnished to the Secretary by such shareholder; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors. Except as may otherwise be specifically provided in a resolution of the Board of Directors, the Secretary will be a proper officer to take charge of the corporation's stock transfer books and to compile the voting record pursuant to Section 3.05 above, and to impress the corporation's seal, if any, on any instrument signed by the President, any Vice President, or any other duly authorized person, and to attest to the same. In the absence of the Secretary, a secretary pro tempore may be chosen by the directors or shareholders as appropriate to perform the duties of the Secretary.

5.09. Chief Financial Officer. The Chief Financial Officer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such bank, trust companies, or other depositories as shall be selected by the Board of Directors or any proper officer; (c) keep full and accurate accounts of receipts and disbursements in books and records of the corporation; and (d) in general perform all of the duties incident to the office of Chief Financial Officer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors. The Chief Financial Officer will render to the President, the directors, and the shareholders at proper times an account of all his or her transactions as Chief Financial Officer and of the financial condition of the corporation. The Chief Financial Officer shall be responsible for preparing and filing such financial reports, financial statements, and returns as may be required by law.

5.10. Assistant Secretaries. The Assistant Secretaries, when authorized by the Board of Directors, may sign with the President or a Vice-President certificates for shares of the corporation, the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Secretary or by the President or the Board of Directors.

5.11. Chairman of the Board. The Board of Directors may elect a Chairman to serve as a general executive officer of the corporation, and, if specifically designated as such by the Board of Directors, as the chief executive officer of the corporation. If elected, the Chairman will preside at all meetings of the Board of Directors and be vested with such other powers and duties as the Board of Directors may from time to time delegate to him or her.

5.12. Salaries. The salaries of the officers of the corporation may be fixed from time to time by the Board of Directors or (except as to the President's own) left to the discretion of the President. No officer will be prevented from receiving a salary by reason of the fact that he or she is also a director of the corporation.

5.13. Additional Appointments. In addition to the officers contemplated in this Article V, the Board of Directors may appoint other agents of the corporation with such authority to perform such duties as may be prescribed from time to time by the Board of Directors.

VI. CERTIFICATES FOR SHARES AND THEIR TRANSFER

6.01. Certificates for Shares.

(a) Content. Certificates representing shares of the corporation shall, at a minimum, state on their face the name of the issuing corporation and that it is formed under the laws of the State of Arizona, the name of the person to whom issued, and the number and class of shares and the designation of the series, if any, the certificate represents. Such certificates shall be signed (either manually or by facsimile to the extent allowable by law) by one or more officers of the corporation, as determined by the Board of Directors, or, if no such determination is made, by any of the Chairman of the Board (if any), the President, any Vice-President, the Chief Financial Officer, or the Secretary of the corporation, and may be sealed with a corporate seal or a facsimile thereof. Each certificate for shares shall be consecutively numbered or otherwise identified and will exhibit such information as may be required by law. If a supply of unissued certificates bearing the facsimile signature of a person remains when that person ceases to hold the office of the corporation indicated on such certificates or ceases to be the transfer agent or registrar of the corporation, they may still be issued by the corporation and countersigned, registered, issued, and delivered by the corporation's transfer agent and/or registrar thereafter, as though such person had continued to hold the office indicated on such certificate.

(b) Legend as to Class or Series. If the corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences, and limitations applicable to each class and the variations in rights, preferences, and limitations determined for each series (and the authority of the Board of Directors to determine variations for future series) shall be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the corporation will furnish a shareholder this information on request in writing and without charge.

(c) Shareholder List. The name and address of the person to whom shares are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation.

(d) Certificates. In the event of the loss, theft, or destruction of any certificate representing shares of the corporation or of any predecessor corporation, the corporation may issue (or, in the case of any such shares as to which a transfer agent and/or registrar have been appointed, may direct such transfer agent and/or registrar to countersign, register, and issue) a new certificate, and cause the same to be delivered to the registered owner of the shares represented thereby; provided that such owner shall have submitted such evidence showing the circumstances of the alleged loss, theft, or destruction, and his, her, or its ownership of the certificate, as the corporation considers satisfactory, together with any other facts that the corporation considers pertinent; and further provided that, if so required by the corporation, the owner shall provide a bond or other indemnity in form and amount satisfactory to the corporation (and to its transfer agent and/or registrar, if applicable).

6.02. Registration of the Transfer of Shares. Registration of the transfer of shares of the corporation shall be made only on the stock transfer books of the corporation. In order to register a transfer, the record owner shall surrender the shares to the corporation for cancellation, properly endorsed by the appropriate person or persons with reasonable assurances that the endorsements are genuine and effective. Unless the corporation has established a procedure by which a beneficial owner of shares held by a nominee is to be recognized by the corporation as the owner, the corporation will be entitled to treat the registered owner of any share of the capital stock of the corporation as the absolute owner thereof and, accordingly, will not be bound to recognize any beneficial, equitable, or other claim to, or interest in, such share on the part of any other person, whether or not it has notice thereof, except as may expressly be provided by applicable law.

6.03. Shares Without Certificates. The Board of Directors may authorize the issuance of uncertificated shares by the corporation and may prescribe procedures for the issuance and registration of transfer thereof and with respect to such other matters as the Board of Directors shall deem necessary or appropriate.

VII. DISTRIBUTIONS

7.01. Distributions. Subject to such restrictions or requirements as may be imposed by applicable law or the corporation's Articles or as may otherwise be binding upon the corporation, the Board of Directors may from time to time declare, and the corporation may pay or make, dividends or other distributions to its shareholders.

VIII. CORPORATE SEAL

8.01. Corporate Seal. The Board of Directors may provide for a corporate seal of the corporation that will have inscribed thereon any designation including the name of the corporation, Arizona as the state of incorporation, the year of incorporation, and the words "Corporate Seal."

IX. AMENDMENTS

9.01. Amendments. The corporation's Board of Directors may amend or repeal the corporation's Bylaws unless:

(1) the Articles or the Arizona Business Corporation Act reserve this power exclusively to the shareholders in whole or part; or

(2) the shareholders in adopting, amending, or repealing a particular Bylaw provide expressly that the Board of Directors may not amend or repeal that Bylaw.

The corporation's shareholders may amend or repeal the corporation's Bylaws even though the Bylaws may also be amended or repealed by its Board of Directors.

CERTIFICATION OF ADOPTION

I, C. Timothy White, certify that I am the Executive Vice-President and Secretary of Meritage Homes of North Carolina, Inc., an Arizona Corporation (the "Corporation"), and have been designated by the Board of Directors to act in that capacity. I also certify that the foregoing Bylaws have been adopted as the Bylaws of the Corporation by its Board of Directors by unanimous written consent, in lieu of a meeting, and that such Bylaws, as of the date of this Certificate, have not been repealed, altered, amended, restated, or superseded, and remain in full force and effect.

DATED as of this 31st day of March, 2011.

/s/ C. TIMOTHY WHITE
C. Timothy White
Executive Vice-President and Secretary

Exhibit 3.29

RESTATED ARTICLES OF ORGANIZATION

OF

MERITAGE HOMES OF TEXAS JOINT VENTURE HOLDING COMPANY, LLC

Pursuant to the Texas Business Organizations Code, Meritage Homes of Texas Joint Venture Holding Company, LLC adopts the following Restated Articles of Organization.

ARTICLE I

NAME. The name of the Company is Meritage Homes of Texas Joint Venture Holding Company, LLC.

ARTICLE II

DURATION. The Company shall have perpetual existence; provided, however, that the Company may be dissolved in accordance with the terms of its company agreement.

ARTICLE III

PURPOSE. The purpose for which the Company is organized is to transact any or all lawful business for which limited liability companies may be organized under the Texas Limited Liability Company Act.

ARTICLE IV

REGISTERED OFFICE AND AGENT. The name of the Company's registered agent, and the address of the registered office, are, respectively, Corporate Service Company d/b/a CSC-Lawyers Incorporating Service Company and 211 E. 7th Street, Suite 620, Austin, TX, USA 78701.

ARTICLE V

MANAGEMENT. The limited liability company will not have managers. The Company is to be managed by its member. The name and address of its sole member is Meritage Homes of Texas, LLC, 17851 N. 85th Street, Suite 300, Scottsdale, AZ 85255.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on behalf of the Company on this 10th day of May 2012.

MERITAGE HOMES OF TEXAS, LLC

By: Meritage Homes of Texas Holding, Inc.
Its: Sole Member

By: /s/ LARRY W. SEAY
Name: Larry W. Seay
Title: Executive Vice President, Chief Financial Officer and Assistant Secretary

AMENDED AND RESTATED COMPANY AGREEMENT OF MERITAGE HOMES OF TEXAS JOINT VENTURE HOLDING COMPANY, LLC

A Texas Limited Liability Company

This Amended and Restated Company Agreement of Meritage Homes of Texas Joint Venture Holding Company, LLC (this "***Agreement***"), dated effective as of May 10, 2012, is executed and agreed to, for good and valuable consideration, by the Member (as defined below) and the Company. This Agreement hereby amends and restates in its entirety the Regulations of the Company dated on or about September 10, 1998.

ARTICLE I
DEFINITIONS

Capitalized terms contained herein shall have the meanings set forth in ***Schedule 1*** attached hereto and incorporated herein.

ARTICLE II
ORGANIZATION

2.1 Formation. The Company has been organized as a Texas limited liability company by the filing of Articles of Organization (the "***Articles***") with the Texas Secretary of State under and pursuant to the TBOC.

2.2 Name. The name of the Company is "Meritage Homes of Texas Joint Venture Holding Company, LLC," and all Company business shall be conducted in that name or such other names that comply with applicable law as the Member may select from time to time.

2.3 Purpose. The purpose of the Company is to transact any and all lawful business for which limited liability companies may be organized under the TBOC.

2.4 Term. The Company commenced on the date that the Articles were filed with the Texas Secretary of State and shall continue in existence until terminated in accordance with this Agreement or the TBOC.

2.5 Registered Office and Registered Agent. The registered office of the Company required by the TBOC to be maintained in the State of Texas shall be 211 East 7th Street, Suite 620, Austin, Texas 78701, or such other office as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company or such other Person or Persons as the Member may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at such place as the Member may designate from time to time, which need not be in the State of Texas, and the Company shall maintain records there as required by the TBOC. The Company may have such other offices as the Member may designate from time to time.

2.6 Qualification. Before conducting any business in any jurisdiction, the Member shall cause the Company to comply with all requirements for the qualification of the Company to conduct business as a limited liability company in such jurisdiction.

ARTICLE III
MEMBERSHIP; DISPOSITIONS OF INTERESTS

3.1 Member. The Member is the Person executing this Agreement as of the date of this Agreement as Member.

3.2 Disposition. Upon the transfer of the Member's Membership Interest, the transferee shall be admitted as a Member upon the transferee's acceptance and assumption of the terms and conditions of this Agreement by a written agreement to that effect.

ARTICLE IV
CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS

4.1 Initial Contributions. The Member has made a Capital Contribution in the amount set forth in the books and records of the Company. No interest shall accrue on any Capital Contribution, and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

4.2 Subsequent Contributions. Additional Capital Contributions may be made at the reasonable discretion of the Member.

4.3 Distributions. The Company may make such distributions of capital as are determined by the Member from time to time in its discretion. No distribution shall be made unless, immediately after the distribution, the fair value of the total assets of the Company equals or exceeds the total liabilities of the Company, all in accordance with Section 101.206 of the TBOC.

ARTICLE V
MANAGEMENT

5.1 Management. The management of the Company is fully vested in and is hereby delegated to the Member.

5.2 Officers. The Member may, from time to time, designate one or more Persons to be officers of the Company.

5.3 Reimbursement. The Member shall be entitled to be reimbursed for reasonable out-of-pocket costs and expenses incurred in the course of its service hereunder.

5.4 Action by Written Consent or Telephone Conference. Any action permitted or required by the TBOC, the Articles, or this Agreement to be taken at a meeting of the Member may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Member. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Texas Secretary of State,

and the execution of such consent shall constitute attendance or presence in person at a meeting of the Member. Subject to the requirements of the TBOC, the Articles, or this Agreement, unless otherwise restricted by the Articles, the Member may participate in and hold a meeting of the Member by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.5 Meetings. Unless otherwise required by law or provided in the Articles or this Agreement, the presence of the Member shall constitute a quorum for the transaction of business of the Member.

ARTICLE VI
EXCULPATION AND INDEMNIFICATION

6.1 Exculpation and Indemnification.

(a) *Exculpation*. No Member or officer of the Company (collectively, the "***Covered Persons***") shall be liable to the Company, a Member (if more than one Member), or any other Person who has an interest in or claim against the Company for any loss, damage, or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement.

(b) *Right to Indemnification.* The Company shall indemnify persons who are or were a Member or officer of the Company both in their capacities as a Member or officer of the Company and, if serving at the request of the Company as a director, manager, officer, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, trust, partnership, joint venture, sole proprietorship, employee benefit plan, or other enterprise, in each of those capacities (each, an "***Indemnified Person***"), against any and all liability and reasonable expense that may be incurred by them in connection with or resulting from (a) any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative (collectively, a "***Proceeding***"), (b) an appeal in such a Proceeding, (c) any inquiry or investigation that could lead to such a Proceeding, or (d) all loss, damage, expense (including without limitation fees and expenses of attorneys and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any Indemnified Person does or refrains from doing for, or in connection with the business or affairs of, the Company, all to the fullest extent permitted by Chapter 8 of the TBOC. The Company shall pay or reimburse, in advance of the final disposition of the Proceeding, to all Persons who are or were a Member or officer of the Company all reasonable

expenses incurred by such Person who was, is, or is threatened to be made a named defendant or respondent in a Proceeding to the fullest extent permitted by Chapter 8 of the TBOC. The Company may indemnify Persons who are or were an employee or agent (other than a Member or officer) of the Company, or Persons who are not or were not employees or agents of the Company but who are or were serving at the request of the Company as a director, manager, officer, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, trust, partnership, joint venture, sole proprietorship, employee benefit plan, or other enterprise (collectively, along with the current and former Members and officers of the Company, such persons are referred to herein as "***Corporate Functionaries***") against any and all liability and reasonable expense that may be incurred by them in connection with or resulting from (x) any Proceeding, (y) an appeal in such a Proceeding, or (z) any inquiry or investigation that could lead to such a Proceeding, all to the fullest extent permitted by Chapter 8 of the TBOC. The rights of indemnification provided for in this Article VI shall be in addition to all rights to which any Corporate Functionary may be entitled under any agreement or vote of the Member or as a matter of law or otherwise.

(c) *Insurance*. The Company may purchase or maintain insurance on behalf of any Corporate Functionary against any liability asserted against him and incurred by him in such a capacity or arising out of his status as a Corporate Functionary, whether or not the Company would have the power to indemnify him against the liability under the TBOC or this Agreement.

(d) *Savings Clause.* If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member, officer or any other Person indemnified pursuant to this Article VI as to costs, charges, and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to the fullest extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VII
TAXES

7.1 Tax Returns. The Member shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making the elections described in Section 7.2.

7.2 Tax Elections. The Member shall make tax elections with respect to the Company in its discretion.

7.3 Tax Matters Partner. The Member shall be the "tax matters partner" (as defined by the Code) of the Company.

ARTICLE VIII
TERMINATION AND LIQUIDATION

8.1 Events Requiring Winding Up. The Company shall wind up its business and affairs upon the first to occur of the following:

(a) the vote or written consent of the Member; or

(b) entry of a decree of judicial dissolution of the Company under Section 11.314 of the TBOC.

8.2 Winding Up and Termination. If the business and affairs of the Company are to be wound up, the Member shall act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the TBOC.

ARTICLE IX
GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement constitutes the entire company agreement of the Company, and the entire agreement of the Member regarding the Company's governance.

9.2 Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Member.

9.3 Governing Law; Severability. THIS AGREEMENT IS GOVERNED BY AND SHALL BE ENFORCED UNDER AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

9.4 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or the Member.

9.5 Binding Effect. This Agreement is binding on and inures to the benefit of the Member and its successors and assigns.

9.6 Termination of Operating Agreement. Upon the execution and adoption of this Agreement, the Operating Agreement of the Company, dated September 10, 1998, will automatically terminate.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

COMPANY:

MERITAGE HOMES OF TEXAS JOINT VENTURE HOLDING COMPANY, LLC

By: Meritage Homes of Texas, LLC
Its: Sole Member

By: Meritage Homes of Texas Holding, Inc.
Its: Sole Member

By: /s/ LARRY W. SEAY
Name: Larry W. Seay
Title: Executive Vice President, Chief Financial Officer and Assistant Secretary

MEMBER:

MERITAGE HOMES OF TEXAS, LLC

By: Meritage Homes of Texas Holding, Inc.
Its: Sole Member

By: /s/ LARRY W. SEAY
Name: Larry W. Seay
Title: Executive Vice President, Chief Financial Officer and Assistant Secretary

Schedule 1
Definitions

"***Agreement***" shall have the meaning set forth in the preamble.

"***Articles***" has the meaning given that term in Section 2.1.

"***Capital Contribution***" means, with respect to any Member, the amount of cash and the agreed value of all non-cash property (net of any liabilities secured by such property that the Company is considered to assume or take subject to under Code Section 752) contributed by such Member to the Company in accordance with this Agreement. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note shall not be included in the capital account of any Person until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

"***Code***" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"***Company***" means Meritage Homes of Texas Joint Venture Holding Company, LLC, a Texas limited liability company.

"***Corporate Functionaries***" has the meaning set forth in Article VI.

"***Indemnified Person***" has the meaning set forth in Article VI.

"***Member***" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member in the Company.

"***Membership Interest***" means the interest of a Member in the Company, including rights to distributions (liquidating or otherwise) and allocations and the Member's right to vote or consent regarding that interest as provided in this Agreement.

"***Person***" means an individual or a corporation, limited liability company, partnership, trust, estate, unincorporated organization, association, or other entity.

"***Proceeding***" has the meaning set forth in Article VI.

"***Regulations***" means the Department of Treasury Regulations promulgated under the Code, whether proposed, temporary or final, as amended and in effect (including corresponding provisions of succeeding regulations).

"***TBOC***" means the Texas Business Organizations Code and any successor statute, as amended from time to time.

Other terms defined herein have the meanings so given them.

Exhibit 3.36

CERTIFICATE OF FORMATION

OF

CAREFREE TITLE AGENCY, INC.

ARTICLE I
NAME

The filing entity being formed is a for-profit corporation. The name of the entity is **CAREFREE TITLE AGENCY, INC**.

ARTICLE II
DURATION

The period of the duration of the corporation is perpetual.

ARTICLE III
PURPOSE

The purpose for which the corporation is organized is to transact any and all lawful business for which a for-profit corporation may be incorporated or organized under the Texas Business Organizations Code, as it may be amended from time to time, and any successor statute (collectively, the "TBOC").

ARTICLE IV
CAPITAL STOCK

The aggregate number of shares of which the corporation shall have authority to issue is one hundred thousand (100,000) common shares, all of which shares shall be of a single class, and shall be without par.

ARTICLE V
INITIAL REGISTERED OFFICE AND AGENT

The name and street address in Texas of the initial registered agent of the corporation is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

ARTICLE VI
BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the corporation is two (2). The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are as follows:

Name	Address
Steven J. Hilton	17851 N. 85th Street, Suite 300 Scottsdale, Arizona 85255
Larry Seay	17851 N. 85th Street, Suite 300 Scottsdale, Arizona 85255

The number of persons to serve on the board of directors thereafter shall be fixed by the bylaws of the corporation.

ARTICLE VII
LIMITATION OF DIRECTOR LIABILITY

The liability of a director or former director to the corporation or its shareholders shall be eliminated to the fullest extent permitted by Chapter 7 or any other applicable provision of the TBOC. If the TBOC is amended to authorize corporate action further eliminating or limiting the liability of directors, the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the TBOC, as amended. Any repeal or modification of this Article VII shall not adversely affect any right or protection of a director of the corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification. The provisions of this Article VII shall not be deemed to limit or preclude indemnification of a director by the corporation for any liability of a director that has not been eliminated by the provisions of this Article VII.

ARTICLE VIII
INDEMNIFICATION

The corporation shall indemnify any and all of its existing and former directors and officers to the fullest extent permitted by Texas law. If Texas law is amended to authorize corporate action broadening the corporation's ability to indemnify its directors and officers, the corporation shall indemnify its existing and former directors and officers to the fullest extent permitted by Texas law, as amended. Any repeal or modification of this Article VIII shall not adversely affect any right or protection of any existing or former director or officer of the corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification.

ARTICLE IX
EFFECTIVENESS

This document becomes effective when filed by the Secretary of State.

ARTICLE X
INCORPORATOR

The name and address of the incorporator of the corporation is as follows:

Name	Address
Mel Faraoni	17851 N. 85th Street, Suite 300 Scottsdale, Arizona 85255

The undersigned, being the incorporator designated herein, executes this Certificate of Formation and certifies to the truth of the facts stated therein this 1st day of November, 2011.

/s/ MEL FARAONI
Mel Faraoni, Incorporator

Exhibit 3.37

BYLAWS OF

CAREFREE TITLE AGENCY, INC.

CAREFREE TITLE AGENCY, INC.
(a Texas corporation)

BYLAWS

I. REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.01. Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Texas, including any applicable provision of the Texas Business Organizations Code (the "Code"), or any successor statute, as from time to time amended and in effect. Any reference herein made to the corporation's Certificate will be deemed to refer to its Certificate of Formation and all amendments thereto as at any given time on file with the Texas Secretary of State. Except as otherwise required by law and subject to any procedures established by the corporation pursuant to the Code, the term "shareholder" as used herein shall mean one who is a holder of record of shares of the corporation. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.02. Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.03. Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

II. OFFICES

2.01. Principal Office. The principal office of the corporation shall be located at any place either within or outside the State of Texas as designated in the corporation's most current Public Information Report filed with the Texas Secretary of State or in any other document executed and delivered to the Texas Secretary of State for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may designate or as the business of the corporation may require from time to time.

2.02. Known Place of Business. A known place of business of the corporation shall be located within the State of Texas and may be, but need not be, the address of the statutory agent of the corporation. The corporation may change its known place of business from time to time in accordance with the relevant provisions of the Code.

III. SHAREHOLDERS

3.01. Annual Shareholder Meeting. The annual meeting of the shareholders shall be held on a date and at a time and place designated by the Board of Directors each year, either within or without the State of Texas, or, in the absence of action by the Board, as set forth in the notice given or waiver signed with respect to such meeting pursuant to Section 3.03 below, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If any annual meeting is for any reason not held on the date determined as aforesaid, a deferred annual meeting may thereafter be called and held in lieu thereof, at which the same proceedings may be conducted. If the day fixed for the annual meeting shall be a legal holiday in the State of Texas such meeting shall be held on the next succeeding business day.

3.02. Special Shareholder Meetings. Special meetings of the shareholders may be held whenever and wherever, either within or without the State of Texas, called for by or at the direction of the Chairman of the Board, the President, or the Board of Directors.

3.03. Notice of Shareholders Meetings.

(a) Required Notice. Notice stating the place, day, and hour of any annual or special shareholders meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting by or at the direction of the person or persons calling the meeting, to each shareholder entitled to vote at such meeting and to any other shareholder entitled to receive notice of the meeting by law or the Articles. Notices to shareholders shall be given in accordance with, and shall be deemed to be effective at the time and in the manner described in the Code. If no designation is made of the place at which an annual or special meeting will be held in the notice for such meeting, the place of the meeting will be at the principal place of business of the corporation.

(b) Adjourned Meeting. If any shareholder's meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, and place, if the new date, time, and place are announced at the meeting before adjournment. But if a new record date for the adjourned meeting is fixed or must be fixed in accordance with law or these Bylaws, then notice of the adjourned meeting shall be given to those persons who are shareholders as of the new record date and who are entitled to such notice pursuant to Section 3.03(a) above.

(c) Waiver of Notice. Any shareholder may waive notice of a meeting (or any notice of any other action required to be given by the Code, the corporation's Articles, or these Bylaws), at any time before, during, or after the meeting or other action, by a writing signed by the shareholder entitled to the notice. Each such waiver shall be delivered to the corporation for inclusion in the minutes or filing with the corporate records. Under certain circumstances, a shareholder's attendance at a meeting may constitute a waiver of notice, unless the shareholder takes certain actions to preserve his/her objections as described in the Code.

(d) Contents of Notice. The notice of each special shareholders meeting shall include a description of the purpose or purposes for which the meeting is called. Except as required by law or the corporation's Articles, the notice of an annual shareholders meeting need not include a description of the purpose or purposes for which the meeting is called.

3.04. Fixing of Record Date. For the purpose of determining shareholders of any voting group entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive any distribution or dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date. Such record date shall not be more than seventy (70) days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is so fixed by the Board of Directors, the record date for the determination of shareholders shall be as provided in the Code.

When a determination of shareholders entitled to notice of or to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

3.05. Shareholder List. The corporation shall make a complete record of the shareholders entitled to notice of each meeting of shareholders thereof, arranged in alphabetical order, listing the address and the number of shares held by each. The list shall be arranged by voting group and within each voting group by class or series of shares. The shareholder list shall be available for inspection by any shareholder, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting. The list shall be available at the corporation's principal office or at another place identified in the meeting notice in the city where the meeting is to be held. Failure to comply with this section shall not affect the validity of any action taken at the meeting.

3.06. Shareholder Quorum and Voting Requirements.

(a) If the Articles or the Code provide for voting by a single voting group on a matter, action on that matter is taken when voted upon by that voting group.

(b) If the Articles or the Code provide for voting by two (2) or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately.

(c) Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the Articles or the Code provide otherwise, a majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for action on that matter.

(d) Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is or must be set for that adjourned meeting.

(e) If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the Articles or the Code require a greater number of affirmative votes.

(f) Voting will be by ballot on any question as to which a ballot vote is demanded prior to the time the voting begins by any person entitled to vote on such question; otherwise, a voice vote will suffice. No ballot or change of vote will be accepted after the polls have been declared closed following the ending of the announced time for voting.

3.07. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy duly executed in writing by the shareholder or the shareholder's duly authorized attorney-in-fact. Such proxy shall comply with law and shall be filed with the Secretary of the corporation or other person authorized to tabulate votes before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The burden of proving the validity of any undated, irrevocable, or otherwise contested proxy at a meeting of the shareholders will rest with the person seeking to exercise the same. A facsimile appearing to have been transmitted by a shareholder or by such shareholder's duly authorized attorney-in-fact may be accepted as a sufficiently written and executed proxy.

3.08. Voting of Shares. Unless otherwise provided in the Articles or the Code, each outstanding share entitled to vote shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting of shareholders.

3.09. Voting for Directors. Unless otherwise provided in the Articles, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present at the time of such vote. As provided by law, shareholders shall be entitled to cumulative voting in the election of directors.

3.10. Election Inspectors. The Board of Directors, in advance of any meeting of the shareholders, may appoint an election inspector or inspectors to act at such meeting (and at any adjournment thereof). If an election inspector or inspectors are not so appointed, the chairman of the meeting may, or upon request of any person entitled to vote at the meeting will, make such appointment. If any person appointed as an inspector fails to appear or to act, a substitute may be appointed by the chairman of the meeting. If appointed, the election inspector or inspectors (acting through a majority of them if there be more than one) will determine the number of shares outstanding, the authenticity, validity, and effect of proxies, the credentials of persons purporting to be shareholders or persons named or referred to in proxies, and the number of shares represented at the meeting in person and by proxy; will receive and count votes, ballots, and consents and announce the results thereof; will hear and determine all challenges and questions pertaining to proxies and voting; and, in general, will perform such acts as may be proper to conduct elections and voting with complete fairness to all shareholders. No such election inspector need be a shareholder of the corporation.

3.11. Organization and Conduct of Meetings. Each meeting of the shareholders will be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one, or, if not, or if the Chairman of the Board is absent or so requests, then by the President, or if both the Chairman of the Board and the President are unavailable, then by such other officer of the corporation or such shareholder as may be appointed by the Board of Directors. The corporation's Secretary or in his or her absence, an Assistant Secretary will act as secretary of each meeting of the shareholders. If neither the Secretary nor an Assistant Secretary is in attendance, the chairman of the meeting may appoint any person (whether a shareholder or not) to act as secretary for the meeting. After calling a meeting to order, the chairman thereof may require the registration of all shareholders intending to vote in person and the filing of all proxies with the election inspector or inspectors, if one or more have been appointed (or, if not, with the secretary of the meeting). After the announced time for such filing of proxies has ended, no further proxies or changes, substitutions, or revocations of proxies will be accepted. If directors are to be elected, a tabulation of the proxies so filed will, if any person entitled to vote in such election so requests, be announced at the meeting (or adjournment thereof) prior to the closing of the election polls. Absent a showing of bad faith on his or her part, the chairman of a meeting will, among other things, have absolute authority to fix the period of time allowed for the registration of shareholders and the filing of proxies, to determine the order of business to be conducted at such meeting, and to establish reasonable rules for expediting the business of the meeting and preserving the orderly conduct thereof (including any informal, or question and answer portions thereof).

3.12. Shareholder Approval or Ratification. The Board of Directors may submit any contract or act for approval or ratification of the shareholders at a duly constituted meeting of the shareholders. Except as otherwise required by law, if any contract or act so submitted is approved or ratified by a majority of the votes cast thereon at such meeting, the same will be valid and as binding upon the corporation and all of its shareholders as it would be if it were the act of its shareholders.

3.13. Informalities and Irregularities. All informalities or irregularities in any call or notice of a meeting of the shareholders or in the areas of credentials, proxies, quorums, voting, and similar matters, will be deemed waived if no objection is made at the meeting.

3.14. Shareholder Action by Written Consent. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if one (1) or more consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. The consents shall be delivered to the corporation for inclusion in the minutes or filing with the corporate record. Action taken by consent is effective when the last shareholder signs the consent, unless the consent specifies a different effective date, except that if, by law, the action to be taken requires that notice be given to shareholders who are not entitled to vote on the matter, the effective date shall not be prior to ten (10) days after the corporation shall give such shareholders written notice of the proposed action, which notice shall contain or be accompanied by the same material that would have been required if a formal meeting had been called to consider the action. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

IV. BOARD OF DIRECTORS

4.01. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors.

4.02. Number, Tenure, and Qualifications of Directors. Unless otherwise provided in the Certificate of Formation, the authorized number of directors shall be not less than one (1) nor more than ten (10). The number of directors in office from time to time shall be within the limits specified above, as prescribed from time to time by resolution adopted by either the shareholders or the Board of Directors. The directors will regularly be elected at each annual meeting of the shareholders, but directors may be elected at any other meeting of the shareholders. Each director shall hold office until the annual meeting of shareholders following his/her election, subject to his/her earlier resignation or removal. However, if a director's term expires, he/she shall continue to serve until his/her successor shall have been elected and qualified, until his/her resignation or removal, or until there is a decrease in the number of directors. Unless required by the Articles, directors do not need to be residents of the State of Texas or shareholders of the corporation.

4.03. Regular Meetings of the Board of Directors. A regular annual meeting of the Board of Directors is to be held as soon as practicable after the adjournment of each annual meeting of the shareholders, either at the place of the shareholders meeting or at such other place as the directors elected at the shareholders meeting may have been informed of at or prior to the time of their election. Additional regular meetings may be held at regular intervals at such places and at such times as the Board of Directors may determine.

4.04. Special Meetings of the Board of Directors. Special meetings of the Board of Directors may be held whenever and wherever called for by the Chairman of the Board, the President, or the number of directors that would be required to constitute a quorum.

4.05. Notices. No notice need be given of regular meetings of the Board of Directors. Notice of the time and place of any special directors meeting shall be given at least 48 hours prior thereto. Notice shall be given in accordance with and shall be deemed to be effective at the time and in the manner described in the Code. Any director may waive notice of any meeting and any adjournment thereof at any time before, during, or after it is held. Except as provided in the next sentence below, the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records. The attendance of a director at or participation of a director in a meeting shall constitute a waiver of notice of such meeting, unless the director at the beginning of the meeting (or promptly upon his/her arrival) objects to holding the meeting or transacting business at the meeting, and does not thereafter vote for or assent to action taken at the meeting.

4.06. Director Quorum. A majority of the number of directors prescribed according to Section 4.02 above, or if no number is so prescribed, the number in office immediately before the meeting begins, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, unless the Articles require a greater number.

4.07. Directors, Manner of Acting.

(a) If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present shall be the act of the Board of Directors unless the Articles require a greater percentage.

(b) Unless the Articles provide otherwise, any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

(c) A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless: (1) the director objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or transacting business at the meeting; or (2) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (3) he/she delivers written notice of his/her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.08. Director Action Without a Meeting. Unless the Articles provide otherwise, any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Board of Directors as evidenced by one (1) or more written consents describing the action taken, signed by each director and filed with the minutes or corporate records. Action taken by consent is effective when the last director signs the consent, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be described as such in any document.

4.09. Removal of Directors by Shareholders. The shareholders may remove one (1) or more directors at a meeting called for that purpose if notice has been given that a purpose of the meeting is such removal. The removal may be with or without cause unless the Articles provide that directors may only be removed with cause. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in a shareholder vote to remove him. If less than the entire Board of Directors is to be removed, a director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal.

4.10. Board of Director Vacancies.

(a) Unless the Articles provide otherwise, if a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors, either the shareholders or the Board of Directors may fill the vacancy.

(b) If the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders.

(c) A vacancy that will occur at a specific later date (by reason of resignation effective at a later date) may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

(d) The term of a director elected to fill a vacancy expires at the next shareholders meeting at which directors are elected.

4.11. Director Compensation. Unless otherwise provided in the Articles by resolution of the Board of Directors, each director may be paid his/her expenses, if any, of attendance at each meeting of the Board of Directors or any committee thereof, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or any committee thereof, or both. No such payment shall preclude any director from serving the corporation in any capacity and receiving compensation therefor.

4.12. Director Committees

(a) Creation of Committees. Unless the Articles provide otherwise, the Board of Directors may create one (1) or more committees and appoint members of the Board of Directors to serve on them. Each committee shall have one (1) or more members, who serve at the pleasure of the Board of Directors.

(b) Selection of Members. The creation of a committee and appointment of members to it shall be approved by the greater of (1) a majority of all the directors in office when the action is taken or (2) the number of directors required by the Articles to take such action.

(c) Required Procedures. Sections 4.03 through 4.08 of this Article IV, which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors, apply to committees and their members.

(d) Authority. Unless limited by the Articles, each committee may exercise those aspects of the authority of the Board of Directors which the Board of Directors confers upon such committee in the resolution creating the committee, provided, however, that a committee may not: (1) authorize distributions; (2) approve or propose to shareholders action that requires shareholder approval under the Code; (3) fill vacancies on the Board of Directors or on any of its committees; (4) amend the Articles of Incorporation without shareholder action as provided by law; (5) adopt, amend, or repeal these Bylaws; (6) approve a plan of merger not requiring shareholder approval; (7) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors; (8) authorize or approve the issuance or sale or contract for sale of shares or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except within limits specifically prescribed by the Board of Directors; or (9) fix the compensation of directors for serving on the Board of Directors or any committee of the Board of Directors.

4.13. Director Resignations. Any director or committee member may resign from his or her office at any time by written notice delivered to the Board of Directors, the Chairman of the Board, or the corporation at its known place of business. Any such resignation will be effective upon its receipt unless some later time is therein fixed, and then from that time. The acceptance of a resignation will not be required to make it effective.

V. OFFICERS

5.01. Number of Officers. The officers of the corporation shall be a President, a Chief Financial Officer, and a Secretary, each of whom shall be appointed by the Board of Directors. Such other officers and assistant officers as may be deemed necessary, including any Vice Presidents, may be appointed by the Board of Directors. If specifically authorized by the Board of Directors, an officer may appoint one (1) or more other officers or assistant officers. The same individual may simultaneously hold more than one (1) office in the corporation.

5.02. Appointment and Term of Office. The officers of the corporation shall be appointed by the Board of Directors for a term as determined by the Board of Directors. The designation of a specified term grants to the officer no contract rights, and the Board of Directors can remove the officer at any time prior to the termination of such term. If no term is specified, an officer of the corporation shall hold office until he or she resigns, dies, or until he or she is removed in the manner provided by law or in Section 5.03 of this Article V. The regular election or appointment of officers will take place at each annual meeting of the Board of Directors, but elections of officers may be held at any other meeting of the Board.

5.03. Resignation and Removal of Officers. An officer may resign at any time by delivering written notice to the corporation at its known place of business. A resignation is effective when the notice is delivered unless the notice specifies a later effective date or event. Any officer may be removed by the Board of Directors at any time, with or without cause. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer shall not of itself create contract rights.

5.04. Duties of Officers. Officers of the corporation shall have authority to perform such duties as may be prescribed from time to time by law, in these Bylaws, or by the Board of Directors, the President, or the superior officer of any such officer. Each officer of the corporation (in the order designated herein or by the Board) will be vested with all of the powers and charged with all of the duties of his or her superior officer in the event of such superior officer's absence, death, or disability.

5.05. Bonds and Other Requirements. The Board of Directors may require any officer to give bond to the corporation (with sufficient surety and conditioned for the faithful performance of the duties of his or her office) and to comply with such other conditions as may from time to time be required of him or her by the Board of Directors.

5.06. President. Unless otherwise specified by resolution of the Board of Directors, the President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise and control all of the business and affairs of

the corporation and the performance by all of its other officers of their respective duties and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall, when present, and in the absence of a Chairman of the Board, preside at all meetings of the shareholders and of the Board of Directors. The President will be a proper officer to sign on behalf of the corporation any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture, contract, or other instrument, except in each such case where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed. The President may represent the corporation at any meeting of the shareholders or members of any other corporation, association, partnership, joint venture, or other entity in which the corporation then holds shares of capital stock or has an interest, and may vote such shares of capital stock or other interest in person or by proxy appointed by him or her, provided that the Board of Directors may from time to time confer the foregoing authority upon any other person or persons.

5.07. Vice-President. If appointed, in the absence of the President or in the event of his/her death or disability, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any such designation, then in the order of their appointment) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. If there is no Vice-President or in the event of the death or disability of all Vice-Presidents, then the Chief Financial Officer shall perform such duties of the President in the event of his or her absence, death, or disability. Each Vice-President will be a proper officer to sign on behalf of the corporation any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture, contract, or other instrument, except in each such case where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed. Any Vice-President may represent the corporation at any meeting of the shareholders or members of any other corporation, association, partnership, joint venture, or other entity in which the corporation then holds shares of capital stock or has an interest, and may vote such shares of capital stock or other interest in person or by proxy appointed by him or her, provided that the Board of Directors may from time to time confer the foregoing authority upon any other person or persons. A Vice-President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

5.08. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors and any committee of the Board of Directors and all unanimous written consents of the shareholders, Board of Directors, and any committee of the Board of Directors in one (1) or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of any seal of the corporation; (d) when requested or required, authenticate any records of the corporation; (e) keep a register of the address of each shareholder which shall be furnished to the Secretary by such shareholder;

and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors. Except as may otherwise be specifically provided in a resolution of the Board of Directors, the Secretary will be a proper officer to take charge of the corporation's stock transfer books and to compile the voting record pursuant to Section 3.05 above, and to impress the corporation's seal, if any, on any instrument signed by the President, any Vice President, or any other duly authorized person, and to attest to the same. In the absence of the Secretary, a secretary pro tempore may be chosen by the directors or shareholders as appropriate to perform the duties of the Secretary.

5.09. Chief Financial Officer. The Chief Financial Officer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such bank, trust companies, or other depositories as shall be selected by the Board of Directors or any proper officer; (c) keep full and accurate accounts of receipts and disbursements in books and records of the corporation; and (d) in general perform all of the duties incident to the office of Chief Financial Officer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors. The Chief Financial Officer will render to the President, the directors, and the shareholders at proper times an account of all his or her transactions as Chief Financial Officer and of the financial condition of the corporation. The Chief Financial Officer shall be responsible for preparing and filing such financial reports, financial statements, and returns as may be required by law.

5.10. Assistant Secretaries. The Assistant Secretaries, when authorized by the Board of Directors, may sign with the President or a Vice-President, certificates for shares of the corporation, the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Secretary or by the President or the Board of Directors.

5.11. Chairman of the Board. The Board of Directors may elect a Chairman to serve as a general executive officer of the corporation, and, if specifically designated as such by the Board of Directors, as the chief executive officer of the corporation. If elected, the Chairman will preside at all meetings of the Board of Directors and be vested with such other powers and duties as the Board of Directors may from time to time delegate to him or her.

5.12. Salaries. The salaries of the officers of the corporation may be fixed from time to time by the Board of Directors or (except as to the President's own) left to the discretion of the President. No officer will be prevented from receiving a salary by reason of the fact that he or she is also a director of the corporation.

5.13. Additional Appointments. In addition to the officers contemplated in this Article V, the Board of Directors may appoint other agents of the corporation with such authority to perform such duties as may be prescribed from time to time by the Board of Directors.

VI. CERTIFICATES FOR SHARES AND THEIR TRANSFER

6.01. Certificates for Shares.

(a) Content. Certificates representing shares of the corporation shall, at a minimum, state on their face the name of the issuing corporation and that it is formed under the laws of the State of Texas, the name of the person to whom issued, and the number and class of shares and the designation of the series, if any, the certificate represents. Such certificates shall be signed (either manually or by facsimile to the extent allowable by law) by one or more officers of the corporation, as determined by the Board of Directors, or, if no such determination is made, by any of the Chairman of the Board (if any), the President, any Vice-President, the Chief Financial Officer, or the Secretary of the corporation, and may be sealed with a corporate seal or a facsimile thereof Each certificate for shares shall be consecutively numbered or otherwise identified and will exhibit such information as may be required by law. If a supply of unissued certificates bearing the facsimile signature of a person remains when that person ceases to hold the office of the corporation indicated on such certificates or ceases to be the transfer agent or registrar of the corporation, they may still be issued by the corporation and countersigned, registered, issued, and delivered by the corporation's transfer agent and/or registrar thereafter, as though such person had continued to hold the office indicated on such certificate.

(b) Legend as to Class or Series. If the corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences, and limitations applicable to each class and the variations in rights, preferences, and limitations determined for each series (and the authority of the Board of Directors to determine variations for future series) shall be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the corporation will furnish a shareholder this information on request in writing and without charge.

(c) Shareholder List. The name and address of the person to whom shares are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation.

(d) Certificates. In the event of the loss, theft, or destruction of any certificate representing shares of the corporation or of any predecessor corporation, the corporation may issue (or, in the case of any such shares as to which a transfer agent and/or registrar have been appointed, may direct such transfer agent and/or registrar to countersign, register, and issue) a new certificate, and cause the same to be delivered to the registered owner of the shares represented thereby; provided that such owner shall have submitted such evidence showing the circumstances of the alleged loss, theft, or destruction, and his, her, or its ownership of the certificate, as the corporation considers satisfactory, together with any other facts that the corporation considers pertinent; and further provided that, if so required by the corporation, the owner shall provide a bond or other indemnity in form and amount satisfactory to the corporation (and to its transfer agent and/or registrar, if applicable).

6.02. Registration of the Transfer of Shares. Registration of the transfer of shares of the corporation shall be made only on the stock transfer books of the corporation. In order to register a transfer, the record owner shall surrender the shares to the corporation for cancellation, properly endorsed by the appropriate person or persons with reasonable assurances that the endorsements are genuine and effective. Unless the corporation has established a procedure by which a beneficial owner of shares held by a nominee is to be recognized by the corporation as the owner, the corporation will be entitled to treat the registered owner of any share of the capital stock of the corporation as the absolute owner thereof and, accordingly, will not be bound to recognize any beneficial, equitable, or other claim to, or interest in, such share on the part of any other person, whether or not it has notice thereof, except as may expressly be provided by applicable law.

6.03. Shares Without Certificates. The Board of Directors may authorize the issuance of uncertificated shares by the corporation and may prescribe procedures for the issuance and registration of transfer thereof and with respect to such other matters as the Board of Directors shall deem necessary or appropriate.

VII. DISTRIBUTIONS

7.01. Distributions. Subject to such restrictions or requirements as may be imposed by applicable law or the corporation's Articles or as may otherwise be binding upon the corporation, the Board of Directors may from time to time declare, and the corporation may pay or make, dividends or other distributions to its shareholders.

VIII. CORPORATE SEAL

8.01. Corporate Seal. The Board of Directors may provide for a corporate seal of the corporation that will have inscribed thereon any designation including the name of the corporation, Texas as the state of incorporation, the year of incorporation, and the words "Corporate Seal."

IX. AMENDMENTS

9.01. Amendments. The corporation's Board of Directors may amend or repeal the corporation's Bylaws unless:

(1) the Articles or the Code reserve this power exclusively to the shareholders in whole or part; or

(2) the shareholders in adopting, amending, or repealing a particular Bylaw provide expressly that the Board of Directors may not amend or repeal that Bylaw.

The corporation's shareholders may amend or repeal the corporation's Bylaws even though the Bylaws may also be amended or repealed by its Board of Directors.

CERTIFICATION OF ADOPTION

I, C. Timothy White, certify that I am the Executive Vice-President and Secretary of Carefree Title Agency, Inc., a Texas Corporation (the "Corporation"), and have been designated by the Board of Directors to act in that capacity. I also certify that the foregoing Bylaws have been adopted as the Bylaws of the Corporation by its Board of Directors by unanimous written consent, in lieu of a meeting, and that such Bylaws, as of the date of this Certificate, have not been repealed, altered, amended, restated, or superseded, and remain in full force and effect.

DATED as of this 1st day of December, 2011.

/s/ C. TIMOTHY WHITE
C. Timothy White
Executive Vice-President and Secretary

Exhibit 3.38

STATE *of* DELAWARE
CERTIFICATE OF FORMATION
OF
M&M FORT MYERS HOLDINGS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

FIRST: The name of the limited liability company is **M&M FORT MYERS HOLDINGS, LLC**.

SECOND: The address of the limited liability company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the name of the registered agent of the limited liability company in the State of Delaware is The Corporation Trust Company.

THIRD: The Company shall be dissolved on December 31, 2015, unless sooner dissolved prior to such date under the terms of the limited liability company agreement of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of **M&M FORT MYERS HOLDINGS, LLC** this 30th day of December, 2008.

AUTHORIZED PERSON:

By: /s/ WILLIAM A. BECKETT
William A. Beckett

Exhibit 3.39

LIMITED LIABILITY COMPANY AGREEMENT

OF

M&M FORT MYERS HOLDINGS, LLC

a Delaware limited liability company

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LIST OF SCHEDULES

LIMITED LIABILITY COMPANY AGREEMENT
OF
M&M FORT MYERS HOLDINGS, LLC

This LIMITED LIABILITY COMPANY AGREEMENT (the "**Agreement**") is entered into as of December 31, 2008, by and between Mandell Ft. Myers, LLC, a Florida limited liability company ("**Mandell**"), as the Manager and a Member of the Company, and Meritage Paseo Crossing, LLC, an Arizona limited liability company ("**Meritage**"), as a Member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1. Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth inSection 12.15.

1.2. Formation. Effective and conditioned on the filing of the Certificate, the Members hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate.

1.3. Name. The name of the Company is M&M FORT MYERS HOLDINGS, LLC. The name of the Company may be changed from time to time upon the approval of all the Members.

1.4. Purposes. The sole purposes of the Company are to:

(a) enter into the Purchase Agreement;

(b) acquire the real property described in the Purchase Agreement (the "**Property**") in accordance with the terms of the Purchase Agreement, and in connection therewith, enter into all documents and instruments contemplated by the Purchase Agreement;

(c) own, maintain, manage, repair, replace, and otherwise deal with any improvements constructed on or to any of the Property as of the Company's acquisition of the Property;

(d) sell, transfer, assign, or otherwise dispose of all or any part of the Property and the improvements thereto; and

(e) engage in all activities that are necessary, incidental, related, or convenient to the foregoing (collectively, the "**Business**").

The purposes of the Company shall be limited to only those purposes specified in thisSection 1.4. Without the consent of all of the Members, the Company shall not engage in any activity or business other than the Business, and neither the Manager nor any Member shall have any authority to hold itself out as a general agent of the Company or any other Member in any other business or activity.

1.5. Intent. It is the intent of the Members that the Company always shall be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. Neither the Manager nor any Member shall take any action inconsistent with the express intent of the parties hereto. The Company is not a "partnership" for purposes of the Delaware Uniform Partnership Act or the Delaware Uniform Limited Partnership Act and the Members are not partners.

1.6. Offices. The Company shall maintain a registered office in Delaware at a location designated by the Manager and approved by all of the Members. The registered office may be changed to any other place within the State of Delaware as the Manager may designate from time to time upon the approval of all of the Members. The Company's principal place of business shall be at 131 S. New York Avenue, Winter Park, Florida 32789, or at such other location or locations as may be approved by all of the Members from time to time.

1.7. Agent for Service of Process. The Manager shall designate agents for service of legal process on the Company in Delaware and Florida from time to time in accordance with applicable law upon written notice to the Members thereof.

1.8. Term. The term of the Company shall commence upon the filing of the Certificate with the Delaware Secretary of State and shall continue until the Company is dissolved in accordance with this Agreement.

1.9. Public Filings. The Manager shall cause a Certificate of Formation (the "**Certificate**") to be filed with the Delaware Secretary of State and shall cause to be filed with the Florida Division of Corporations such documents as are necessary to qualify the Company to transact business in Florida as a foreign limited liability company (the "**Application for Registration**"). The Manager shall cause to be filed any amendments to the Certificate and/or the Application for Registration that are necessary to reflect amendments to this Agreement adopted by the Members in accordance with the terms hereof or to comply with the requirements of applicable laws.

1.10. Independent Activities.

(a) General Scope of Independent Activities. The Members hereby expressly agree and acknowledge that each of the Members, either directly or through its respective Affiliates, is or may be involved in transactions, investments, and business ventures and undertakings of every type and nature, which include, without limitation, activities that are not associated in any manner with real estate, as well as the ownership, construction, development, marketing, sale, lease, and operation of real property and improvements of every type and nature thereon (all such investments and activities being referred to hereinafter, collectively, as the "**Independent Activities**" and individually, as an "**Independent Activity**").

(b) Waiver of Rights with Respect to Independent Activities. Nothing in this Agreement shall be construed to: (i) prohibit any Member or any of its respective Affiliates from continuing, acquiring, owning, or otherwise participating in any Independent Activity that is not owned or operated by the Company, even if such Independent Activity is or may be in competition with the Company; (ii) require any Member or any of its Affiliates to allow the

Company or any other Member to participate in the ownership or profits of any such Independent Activity; or (iii) require any Member or any of its Affiliates to provide notice to the Company or any Member regarding any Independent Activity of such Person. To the extent any Member would have any rights or claims against any other Member as a result of the Independent Activities of such Member or its Affiliates, whether arising by statute, common law, or in equity, the same are hereby waived.

(c) Limitation on Company Opportunities. Each Member hereby represents and warrants to the other Member that neither the warranting Member nor any of its Affiliates has been offered, as an inducement to enter into this Agreement, the opportunity to participate in the ownership or profits of any present or future Independent Activity of any kind whatsoever of any other Member or any of its Affiliates. The Members expressly acknowledge that the opportunities of the Company shall be limited to the Business with respect to the Property and shall not extend to any other property, investment, or activity, including, without limitation, any real property other than the Property.

(d) Acknowledgment of Reasonableness. Each of the Members hereby expressly acknowledges, represents, and warrants to each other Member that the warranting Member is a sophisticated investor, owner, operator, and/or developer of real property and other business ventures, such warranting Member understands the terms, conditions, and waivers set forth in this Section 1.10, and that the provisions of this Section 1.10 are reasonable, taking into account the relative sophistication and bargaining position of the Members.

(e) Applicability to Manager. This Section 1.10 shall have the same application to the Manager as to each Member.

SECTION 2. MANAGER; MEMBERS; CAPITAL CONTRIBUTIONS

2.1. Manager and Members.

(a) Manager. Subject to the terms and conditions of this Agreement, Mandell shall be the Manager of the Company for so long as it is also a Member of the Company. If Mandell ceases to be the Manager, a replacement Manager shall be designated by the Members at such time; provided that pending appointment of a replacement Manager, all rights of the Manager under this Agreement shall be vested in the Members at such time, and shall be exercised by the unanimous approval of all such Members.

(b) Members. The names and business addresses of the initial Members are set forth on Schedule 2.1, which shall be updated from time to time to correct any information thereon that ceases for any reason to be accurate, including, without limitation, the admission of a Substituted Member in the place of another Member in accordance with this Agreement.

2.2. Acquisition of Property; Initial Capital Contributions.

(a) Acquisition of Property. The Company shall purchase the Property on the terms and conditions set forth in the Purchase Agreement. The Manager and the Members have received a copy of the Purchase Agreement (including all exhibits thereto and any escrow instructions and other ancillary agreements pertaining thereto) and by executing this Agreement hereby approve the Company's purchase of the Property on the terms and conditions set forth in the Purchase Agreement.

(b) Initial Capital Contributions. The initial Capital Contributions to be made by each Member and the agreed value thereof for purposes of determining the Member's initial Capital Accounts are set forth on Schedule 2.2. The Members hereby covenant and agree to make such initial Capital Contributions to the Company at a time and in a manner that permits the Company to satisfy its obligations under the Purchase Agreement at the Acquisition Closing, or as otherwise agreed to by the Members.

2.3. Additional Contributions. In addition to the initial Capital Contributions specified in Section 2.2 above, if the funds available to the Company are insufficient to pay Mandatory Expenses when due, the Manager (or any Member if the Manager fails and refuses to do so) may deliver a written request (a "**Contribution Notice**") to each of the Members calling for additional Capital Contributions to the Company ("**Additional Capital Contributions**"), in which event each Member shall be required to make an Additional Capital Contribution in an amount equal to the total funds required by the Company, as set forth in the Contribution Notice, multiplied by such Member's Percentage Interest. Each Contribution Notice shall specify in reasonable detail the Mandatory Expenses to be paid from the Additional Capital Contributions called for therein. Additional Capital Contributions pursuant to this Section 2.3 shall be funded on a monthly basis, in cash, based on the anticipated cash requirements of the Company for Mandatory Expenses, and shall be due not later than fifteen (15) Business Days following a Contribution Notice, and shall be applied solely for the purpose of paying Mandatory Expenses in accordance with any applicable Contribution Notice. Additional Capital Contributions pursuant to this Section 2.3 shall be made by wire transfer to, or deposit of other immediately available funds in, the Bank Account. No Member shall be permitted to fund less than its entire share of any Additional Capital Contributions required under a Contribution Notice (i.e., each Member shall contribute either all or none of its share of such Additional Capital Contributions). Except as otherwise agreed upon by a Member in writing, a Member shall be liable only to make its initial Capital Contributions as required under Section 2.2 and its Additional Capital Contributions as required under this Section 2.3, and shall not be required to make any other Capital Contributions or loans to the Company after its obligations to make such Capital Contributions have been satisfied in full.

2.4. Failure to Contribute.

(a) Delinquent Notice. If any Member (a "**Delinquent Member**") fails to make any Capital Contributions required under Section 2.3 when due (a "**Delinquent Amount**"), and if the other Member (the "**Non-Delinquent Member**") has funded its required Capital Contributions under Section 2.3, then the Non-Delinquent Member, may give written notice (a "**Delinquency Notice**") to the Delinquent Member, setting forth the Delinquent Amount. From and after the Delinquency Notice and until such time, if any, as the Delinquent Member's failure to fund the Delinquent Amount has been fully cured in accordance with Section 2.4(d), the Delinquent Member shall have no voting, consent, or approval rights hereunder with respect to matters that are otherwise subject to the Members' consent or approval under this Agreement and, notwithstanding anything in this Agreement to the contrary, such Delinquent Member shall not be considered for purposes of satisfying any quorum, voting, consent, or approval requirements, including, without limitation, any requirement for unanimous consent of approval.

(b) Delinquent Remedies. If the Delinquent Member fails to contribute the Delinquent Amount within ten (10) Business Days following a Delinquency Notice, then at any time thereafter until the Delinquent Member fully cures such failure to contribute in accordance with Section 2.4(d), the Non-Delinquent Member may elect, but shall not be required to:

(i) require the Company to promptly return to the Non-Delinquent Member all or part of the Capital Contributions made by the Non-Delinquent Member to the Company pursuant to the Contribution Notice that gave rise to the Delinquent Amount (the "**Disproportionate Contributions**"), in which case, the Non-Delinquent Member shall be required to recontribute such amounts to the Company if and only if the Delinquent Member's failure to fund the Delinquent Amount has been fully cured in accordance with Section 2.4(d) (in which event the Non-Delinquent Member shall recontribute the Disproportionate Contributions within ten (10) Business Days following such cure and the failure to do so shall be deemed a failure to contribute pursuant to this Section 2.4); and/or

(ii) re-characterize at any time all or part of the Non-Delinquent Member's Disproportionate Contributions as a loan to the Company and/or advance all or part of the Delinquent Amount as a loan to the Company (each such loan being referred to hereinafter as a "**Member Loan**").

The foregoing remedies shall be treated for all purposes as concurrent, nonexclusive remedies, in addition to, and not in lieu of, any other remedies available under this Agreement (including, without limitation, under Section 11 below) or at law or in equity.

(c) Terms of Member Loans. Member Loans shall be obligations of the Company and shall bear interest at a rate equal to the greater of (i) the Prime Rate plus six percent (6%) per annum, or (ii) eighteen percent (18%) per annum, in each case, compounded annually; provided that any applicable laws limiting the rate of interest that may be legally charged with respect to a Member Loan shall be taken into account and, if applicable, the rate of interest charged on the Member Loan shall be reduced to the maximum rate of interest permitted by such laws. Member Loans shall be repaid from the Net Cash Flow of the Company prior to any distributions under Section 4. Any payments on Member Loans shall be applied first to accrued, unpaid interest, until all such interest is paid in full, and then to principal.

(d) Cure Rights. For a period of thirty (30) days following delivery of a Delinquency Notice, the Delinquent Member shall have the right to cure its failure to make a required Capital Contribution by contributing to the Company an amount equal to all, but not less than all, of the Delinquent Amount and by paying directly to the Non-Delinquent Member the full amount of any accrued and unpaid interest on any Member Loans made by the Non-Delinquent Member. Amounts contributed by the Delinquent Member to the Company pursuant to this Section 2.4(d) shall be distributed to the Non-Delinquent Member to the extent that the Non-Delinquent Member has made a Member Loan with respect to such Delinquent Amount. If such contributed amounts are used to repay a Member Loan, then the portion of the

Member Loan that remains unpaid following such payment shall thereafter be treated as a Capital Contribution by the Non-Delinquent Member, with the result that the amount contributed by the Delinquent Member and the amount treated as a Capital Contribution by the Non-Delinquent Member shall stand in proportion to their respective Percentage Interests. Notwithstanding the foregoing, in no event shall amounts paid as interest by the Delinquent Member to the Non-Delinquent Member pursuant to this Section 2.4(d) be treated as Capital Contributions to the Company and in no event shall the Company or the Non-Delinquent Member have any obligation to repay such amounts to the Delinquent Member. If the Delinquent Member has not fully performed the cure permitted under this Section 2.4(d) by 5:00 p.m., local time in Florida, on the thirtieth (30th) day following delivery of the Delinquency Notice, then (i) the Delinquent Member's cure rights with respect to the Delinquent Amount identified in such Delinquency Notice shall expire at such time; and (ii) the Delinquent Member's failure to cure shall be deemed an Event of Default hereunder.

2.5. Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Member shall withdraw any Capital Contributions or any money or other property from the Company without the written consent of the other Member(s). Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash, unless otherwise specifically provided for in this Agreement or otherwise agreed in writing by all of the Members at the time of such distribution.

(b) No Interest or Salary. No Member shall receive any interest, salary, or draws with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise expressly provided in this Agreement.

(c) Liability of Members. Except as agreed upon in writings signed by the party to be bound thereby, no Member shall be liable for the debts, liabilities, contracts, or any other obligations of the Company. Except as agreed upon by all of the Members, and except as otherwise provided by the Act or by any other applicable state law, the Members shall be liable only to make their Capital Contributions as provided in Sections 2.2, 2.3, and 2.4 and no Member shall be required to make any other Capital Contributions or to loan any amounts to the Company unless such Member has agreed in writing to make such Capital Contribution or loan. No Member shall have any personal liability for the repayment of the Capital Contributions or loans of any other Member to the Company. No Member shall have any obligation to restore or repay to the Company any negative balance standing at any time in such Member's Capital Account.

(d) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require any Member to solicit or demand Capital Contributions from any Member. A Member's obligation to make Capital Contributions cannot be assigned to any other Person without the prior written consent of such Member.

(e) Withdrawal. Except as provided in Section 8, no Member may voluntarily or involuntarily withdraw from the Company or terminate its interest therein without the prior written consent of the other Member. Subject to any applicable provisions of Section 11, any Member who withdraws from the Company in breach of this Section 2.5(e):

(i) shall be treated as an assignee of a Member's interest, as provided in the Act;

(ii) shall not be relieved from any obligations under this Agreement, including, but not limited to, the obligation to make Capital Contributions to the Company in accordance with Sections 2.2, 2.3, and 2.4;

(iii) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act, including, without limitation, any right to exercise any voting, consent or approval rights with respect to matters that are subject to the Members' consent or approval under this Agreement; and

(iv) shall continue to share in distributions from the Company on the same basis as if such Member had not withdrawn, provided that any damages to the Company as a result of such withdrawal shall be offset against amounts that otherwise would be distributed to such Member.

The right to share in distributions granted under this Section 2.5(e) shall be in lieu of any right the withdrawn Member may have under the Act or otherwise to receive a distribution or payment of the fair value of the Member's interest in the Company.

SECTION 3. Intentionally Omitted

SECTION 4. DISTRIBUTIONS

4.1 Distributions of Net Cash Flow. Except as provided in Section 9, distributions of Net Cash Flow, if available, shall be made to the Members on a quarterly basis, or at such more frequent intervals as the Manager may determine to be appropriate, in the following order of priority:

(a) First, to the Members in proportion to their Unreturned Contributions, if any, until the Members' Unreturned Contributions are reduced to zero; and

(b) Second, to the Members in proportion to their respective Percentage Interests, as determined on the date of distribution.

4.2 Withholding. The Company is authorized to withhold from distributions to the Members and to pay over to any federal, foreign, state, or local government any amounts required to be so withheld pursuant to the Code or any provision of any other federal, foreign, state, or local law or treaty and any amounts thus withheld shall be treated as if they were actually distributed to the applicable Member. All amounts withheld pursuant to the Code or any provision of any foreign, state, or local tax law or treaty with respect to any payment, distribution, or allocation to a Member shall be treated as amounts distributed to the Member

pursuant to Section 4.1 for all purposes of this Agreement. To the extent the amounts required to be withheld and paid by the Company with respect to any Member exceed the amounts then distributable to such Member under this Agreement, such Member shall contribute cash to the Company in the amount of such excess, which shall be paid by the Company to the appropriate taxing authority. Any amounts paid to taxing authorities pursuant to the immediately preceding sentence shall be treated as having been distributed to the applicable Member under Section 4.1, resulting in no net adjustment to the applicable Member's Capital Account (as a result of such cash contributions and payments to the taxing authorities).

SECTION 5. TAX ALLOCATIONS

5.1. General Allocation Rules.

(a) General Allocation Rule. For each taxable year of the Company, subject to the application of Section 5.2, Profits and/or Losses shall be allocated to the Members in a manner that causes each Member's Adjusted Capital Account Balance to equal the amount that would be distributed to such Member pursuant to Section 9.2(b)(ii) upon a hypothetical liquidation of the Company in accordance with Section 5.1(b).

(b) Hypothetical Liquidation Defined. In determining the amounts distributable to the Members under Section 9.2(b)(ii) upon a hypothetical liquidation, it shall be presumed that (i) all of the Company's assets are sold at their respective values reflected on the books of account of the Company, determined in accordance with Code Section 704(b) and Regulations thereunder ("**Book Value**"), without further adjustment, (ii) payments to any holder of a nonrecourse debt are limited to the Book Value of the assets securing repayment of such debt, and (iii) the proceeds of such hypothetical sale are applied and distributed in accordance with Section 9.2(b) (without retention of any reserves).

(c) Special Loss Allocation. If the Company incurs Losses at any time when the Members' Adjusted Capital Account Balances have been reduced to or below zero, such Losses shall be allocated to the Members in proportion to their Percentage Interests.

(d) Special Profits Allocation. If the Company incurs Profits at any time when the Members' Adjusted Capital Account Balances are less than zero and the hypothetical liquidation described in Section 5.1(b) would not result in any distributions to the Members, Profits shall be allocated to the Members in proportion to their negative Adjusted Capital Account Balances, until such negative balances have been eliminated.

(e) Item Allocations. To the extent that the Members determine, upon consultation with the Company's tax advisors, that allocations of Profits and/or Losses over the term of the Company are not likely to produce the Adjusted Capital Account Balances intended under this Section 5.1, then special allocations of income, gain, loss, and/or deduction shall be made as deemed necessary by the Members to achieve the intended Adjusted Capital Account Balances.

5.2. Regulatory Allocations. The allocations set forth in Section 5.1 are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Company incurs "nonrecourse deductions" or "partner nonrecourse deductions," or if there is any change in the Company's "minimum gain" or "partner nonrecourse debt minimum gain," as defined in such Regulations, the Company shall make the following adjustments to the allocations required under this Section 5:

(a) “nonrecourse deductions,” as defined in Regulation Section 1.704-2(b)(i) shall be allocated to the Members in proportion to their Percentage Interests;

(b) “partner nonrecourse deductions,” as defined in Regulations Section 1.704-2(i)(2), shall be allocated to the Member who bears the economic risk of loss associated with such deductions, as determined in accordance with the Regulations; and

(c) in the event of a decrease in “minimum gain” or “partner nonrecourse debt minimum gain,” as defined and determined in accordance with Regulations Sections 1.704-2(d) and 1.704-2(i)(3), items of income and gain shall be allocated to the Members in the manner and to the extent required under the Regulations to comply with any requirement for a “minimum gain chargeback” under Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

In addition, if a Member receives an adjustment, allocation or distribution described in Regulations Section 1.701-1(b)(2)(ii)(d)(4), (5), or (6) and as a result thereof has a negative Adjusted Capital Account Balance (after taking into account the adjustments described in the foregoing provisions of this Section 5.2), items of income and gain shall be allocated to such Member in an amount and manner sufficient to constitute a “qualified income offset” within the meaning of Regulations Section 1.704-1(b)(2)(ii)(d).

5.3. Capital Account. A Capital Account shall be maintained for each Member in accordance with the Regulations and uniform policies and procedures established by the Manager, upon consultation with the Company’s tax advisors and consistent with the terms and conditions of this Agreement.

SECTION 6. MANAGEMENT

6.1. Management of Company. Subject to all applicable limitations, standards, requirements, and provisions set forth in this Agreement: (a) management of the Company is vested in the Manager in accordance with Section 6.2, (b) all decisions and actions concerning the Company and its affairs shall be made or taken by the Manager, without the concurrence of, or joinder by any Member, and (c) the Manager shall have the sole right to bind the Company.

6.2. Manager.

(a) Powers and Duties. Subject to the limitations of Sections 6.6 and all other applicable limitations, standards, and requirements set forth in this Agreement, the Manager shall have the right, power, authority, and duty to manage the Property and the Business. Without limiting the generality of the foregoing, the Manager shall do, accomplish, and complete all of the following in a prompt and businesslike manner:

(i) Make all reasonable expenditures and enter into contracts or agreements in connection with the Business pursuant to the terms and conditions of this Agreement;

(ii) Protect and preserve the title and interests of the Company in the Property;

(iii) Obtain at the expense of the Company all necessary insurance coverage with respect to the Property and Business in accordance with any directives of all of the Members;

(iv) Establish and maintain bank accounts for the Company and supervise the deposit and withdrawal therefrom;

(v) Market the Property for sale and enter into and execute letters of intent, agreements, deeds, and other documents and instruments with respect to the sale of all or any portion of the Property;

(vi) Execute, acknowledge and deliver any and all instruments and take such other steps as are necessary to effectuate the foregoing;

(vii) Perform all other duties otherwise described in this Agreement to be carried out by the Manager and take all actions reasonably deemed necessary by the Manager to carry out any of the above rights and duties; and

(viii) Perform such other duties as may reasonably be required to implement and supervise the day-to-day operations of the Company.

(b) Signature Power of Manager. The Manager, acting alone and without the joinder of any of the Members, shall have the power to execute and deliver documents and instruments on behalf of the Company, which shall be binding on the Company. Any Person dealing with the Company may rely, without further inquiry, upon the signature of the Manager as being binding on the Company. If requested by the Manager, the Members shall execute and deliver resolutions confirming the authority of the Manager to act for and bind the Company on matters described in such resolutions, so long as doing so is consistent with the limitations, standards, and requirements set forth in this Agreement.

6.3. Information and Meetings. Each Member (and its advisors) shall be entitled to attend all meetings and conferences (both internal meetings and those including third parties) held with respect to the Company, and shall use its best efforts to attend any meeting and conference upon the request of the Manager. The Manager shall keep the Members fully apprised, on a timely and regular basis, regarding all material matters associated with the operation of the Company, the disposition of the Property, and any other matters that relate directly to the Property or the Company. Formal meetings of the Manager and the Members may be called by the Manager or any Member upon written notice to the Manager and the (other) Members, delivered not less than five (5) Business Days before the meeting, setting forth the time and purpose or purposes of the meeting. Unless otherwise agreed upon by the Manager and the Members (which agreement may include an agreement to hold meetings by telephone conference), all meetings of the Manager and the Members shall be held at the principal office of the Company. Decisions required to be made by the Members need not occur at a formal meeting.

6.4. Member Decisions. Subject to the provisions of Sections 2.5(e), 8.3, and 11.2, all matters that are subject to the approval, or require the action of the Members under this Agreement shall require the agreement of each Member, which may be given in person or by proxy, or pursuant to a written agreement signed by each Member (with or without holding a meeting).

6.5. Required Effort; Standard of Care. The Manager shall devote such time to the Company and its Business as is appropriate to carry out the Manager's responsibilities under this Agreement in a commercially reasonable manner, but shall not be required to devote its full time efforts to the Company. In carrying out the Manager's responsibilities under this Agreement, the Manager shall act in a commercially reasonable manner. The Members acknowledge that the Company will be acquiring the Property subject to a number of matters affecting title thereto (the "**Title Exceptions**"), all as more fully set forth in the title insurance policy to be acquired by the Company in connection with the Acquisition Closing, and the Members agree that: (a) the Manager shall have no liability for causing the Company to proceed with the Acquisition Closing and acquiring the Property subject to the Title Exceptions; (b) neither the Manager, nor any Member, shall have any responsibility to take any action to cure, correct, or otherwise cause the removal of any of the Title Exceptions in connection with the Business of the Company; and (c) the Manager shall not be liable for causing the Company to comply with the Title Exceptions. The Members further agree that, if and to the extent that the Manager determines that a property manager and/or a community manager is necessary for any of the Property (among other factors, by reason of it being subject to a condominium declaration, or other covenants, condtions and restrictions, constituting Title Exceptions), such services are not part of the scope of the Manager's responsibilities under this Agreement and the Manager shall cause the Company to retain the services of a third-party to perform such property management and/or community management services, in which event the costs thereof shall be Mandatory Expenses.

6.6. Acts Requiring Member Approval. Subject to Sections 2.5(e), 8.3, and 11.2, but notwithstanding any other provision of this Agreement to the contrary, the following matters shall require the approval of all of the Members, which may be withheld in the sole and absolute discretion of each Member:

(a) Incurring any cost, expense, or obligation other than Mandatory Expenses if the Company does not have funds available (from additional Capital Contributions or otherwise) to satisfy such cost, expense, or obligation;

(b) Borrowing or incurring any obligation for borrowed funds in any amount, except as required under the Purchase Agreement at the Acquisition Closing;

(c) The construction of any improvements by or on behalf of the Company to any of the Property;

(d) Admitting a new Member to the Company (other than as specifically authorized under Section 8);

(e) The institution of any legal proceedings in the name of the Company, settlement of any legal proceedings against the Company, confession of any judgment against the Company or any property of the Company, submitting a Company claim to arbitration, or releasing, compromising, assigning, or transferring any claims, rights, or benefits of the Company;

(f) Engaging any Person as an employee of the Company;

(g) Accepting contributions or making distributions in a form other than cash;

(h) Possessing any asset or property of the Company or assigning the rights of the Company in specific assets or property other than exclusively for the benefit of the Company;

(i) Any merger, consolidation, or other similar arrangement of the Company, or the entry by the Company into any joint venture, partnership, limited liability company, or other entity or business combination;

(j) Making, executing, or delivering on behalf of the Company any assignment for the benefit of creditors, or any guarantee, indemnity bond, or surety bond, or obligating the Company as a surety, guarantor, or accommodation party to any obligation of a Person other than the Company;

(k) Making loans of Company funds to any Person;

(l) Acquiring any real property (by lease, purchase, or otherwise) other than the Property acquired in connection with the Purchase Agreement;

(m) Except for the transaction contemplated by the Purchase Agreement, entering into or consummating any transaction or arrangement with Manager and/or any Member or any Affiliate of Manager and/or any Member, or any other transaction involving an actual or potential conflict of interest;

(n) Any amendment to this Agreement;

(o) An act that is outside the scope of the Business;

(p) The dissolution of the Company pursuant to Section 9.l(c);

(q) Filing, consenting to, or acquiescing in any act or event that would constitute an event of bankruptcy with respect to the Company;

(r) Entering into any contract or arrangement that imposes personal liability for payment or performance by any Member, except as otherwise expressly provided for herein; and

(s) Any other matter for which this Agreement requires the approval or consent of the Members.

6.7. Compensation and Reimbursement of Manager/Members. The Manager, the Members, and their respective Affiliates shall be entitled to reimbursement from the Company for costs incurred by them in connection with the performance of their duties hereunder solely as and to the extent approved by all of the Members. The Company's costs for such expenses shall be amounts actually paid therefor to non-Affiliate third-parties. Except as provided in the foregoing provisions of this Section 6.7, the Manager, the Members, and their respective Affiliates shall not be entitled to compensation or reimbursement of expenses from the Company.

6.8. Limitations on Liability; Indemnity. Neither the Manager, nor any Member, nor any of their respective Affiliates (each, an "**Actor**") shall be liable to the Company or any Member for actions taken in good faith by the Actor in connection with the Company or its business; provided that the Actor shall in all instances remain liable for acts in breach of this Agreement or that constitute bad faith, fraud, willful misconduct or gross negligence. The Company, its receiver or trustee shall indemnify, defend, and hold harmless each Actor, to the extent of the Company's assets (without any obligation of any Member to make contributions to the Company to fulfill such indemnity), for, from, and against any Losses incurred by the Actor arising out of any claim based upon acts performed or omitted to be performed by the Actor in connection with the Business of the Company; provided that no Actor shall be indemnified for claims based upon acts performed or omitted in material breach of this Agreement or that constitute bad faith, fraud, willful misconduct, or gross negligence.

SECTION 7. BOOKS AND RECORDS

7.1. Books and Records. Meritage shall keep adequate books and records at its place of business or at the Company's office, at Meritage's election, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Company for which information with respect thereto has been provided to Meritage. Any Member or its designated representative shall have the right, at any reasonable time, to have access to and inspect, copy, and audit the contents of such books or records. At the request of any Member, the Company's financial books and records shall be audited (not more frequently than annually) at the expense of the Company, by a firm of independent certified public accountants selected by all of the Members (who shall select all accountants and auditors for the Company), and the costs of the audit shall be treated as Mandatory Expenses for purposes of this Agreement.

7.2. Tax Matters. Meritage shall cause tax returns to be prepared for the Company as soon as reasonably practicable after the end of each fiscal year of the Company and shall cause tax information to be delivered to each Member as reasonably necessary for the filing of tax returns by such Member. All decisions with respect to any tax election, and tax return to be filed by the Company, and any position to be taken on any such return, or otherwise, shall be made by all of the Members. The cost of preparing and filing such returns shall be born by the Company (and shall be treated as Mandatory Expenses for all purposes of this Agreement). Meritage shall be the "tax matters partner" pursuant to the Code. The tax matters partner will promptly deliver to all Members copies of any and all correspondence received as tax matters partner and shall keep all Members apprised of any oral discussions in its capacity as tax matters partner.

SECTION 8. TRANSFER OF COMPANY INTERESTS; NEW MEMBERS; DEFAULT REMEDY

8.1. General. No Member shall Transfer all or any portion of its interest in the Company, or permit any Person (an "**Interest Holder**") that holds a direct or indirect interest in such Member to Transfer any part of such interest, except for Transfers (a) approved in writing by all of the Members, (b) permitted under Section 8.2, or (c) that are Excluded Transfers. A transferee of a Member's interest in the Company will be admitted as a Substituted Member only pursuant to Section 8.4. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and of no force or effect.

8.2. Permitted Transfers.

(a) Notwithstanding Section 8.1, a Member shall be permitted to Transfer, at any time and from time to time, all, but not less than all, of its interest in the Company to a Permitted Assignee or to issue interests in such Member to a Permitted Assignee, and an Interest Holder shall be permitted to Transfer at any time and from time to time, all or any part of its interest in such Member to a Permitted Assignee. For this purpose, "**Permitted Assignee**" means with respect to a particular Member or an Interest Holder, a Person that is a Related Party. The subsequent Transfer of any interest in the Company by a Permitted Assignee shall be subject to the same restrictions of this Section 8 in the same manner as if the interest in the Company to be Transferred was still owned by the Member from whom such Permitted Assignee acquired such interest in the Company; and for this purpose references herein to a Transfer by a Member (or a specific Member), shall include any Transfer by the Permitted Assignee(s) that acquired such Member's interest in the Company, and references to a specific Member by name shall include its Permitted Assignees.

(b) If a Member Transfers its entire interest in the Company to a Permitted Assignee, such Permitted Assignee shall become a Substituted Member upon execution of instruments satisfactory in form and substance to the other Member(s), whereby the Permitted Assignee agrees to be bound by all terms and conditions of this Agreement that were applicable to the transferring Member, and shall be admitted as a Member in the Company effective immediately prior to the effective date of the Transfer (as set forth in Section 8.5), and, immediately following such admission, the assigning Member shall cease to be a Member of the Company.

8.3 Assignee of Member's Interest. If, pursuant to a Transfer of an interest in the Company by operation of law and without violation of Section 8.1 (or pursuant to a Transfer that the Company is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Company, but is not admitted as a Substituted Member pursuant to Section 8.4, then subject to Sections 8.6 and 11, such Person:

(a) shall be treated as an assignee of a Member's interest, as provided in the Act;

(b) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under the Act or this Agreement (including, without limitation, any management, voting, or consent rights under this Agreement); and

(c) shall share in distributions from the Company with respect to the transferred interest, on the same basis as the transferring Member, subject to Section 2.5(e), if applicable.

8.4. Substituted Members. Except as provided in Section 8.2, no Person taking or acquiring, by whatever means, the interest of any Member in the Company shall be admitted as a substituted Member in the Company (a "**Substituted Member**") without the written consent of all of the Members, which consent may be withheld or granted in the sole and absolute discretion of each Member.

8.5. Effective Date of Transfer. Any valid Transfer of a Member's interest in the Company, pursuant to the provisions of this Section 8 shall be effective as of the close of business on the day preceding the closing of the transaction evidencing the Transfer. The Company shall, from the effective date of such Transfer, thereafter pay all further distributions on account of the interest so Transferred to the transferee of such interest. As between any Member and its transferee, the profits and losses of the Company for federal, state, and local income tax purposes for the fiscal year of the Company in which such assignment occurs shall be apportioned for federal income tax purposes in accordance with any convention permitted under Section 706(d) of the Code and selected by the Members.

8.6. Event of Default. Any Transfer (or purported Transfer) of an interest of a Member or Interest Holder in violation of Section 8.1 shall be treated as an Event of Default under this Agreement with respect to the affected Member and the provisions of Section 11.2 shall apply with respect to such Event of Default.

8.7. Additional Limitations on Transfer. No Transfer of any interest in the Company may be effectuated unless in the opinion of the Company's counsel the Transfer (a) would not result in a breach or, or acceleration of obligations under, any provision of any document evidencing or securing any obligation of the Company and/or with respect to the Property or any other major contract to which the Company is a party; (b) would comply with the Securities Act of 1933 and applicable securities laws of any other jurisdiction; and (c) would not violate any other applicable laws, provided that the provisions of this Section 8.7 may be waived by the Members. The Member who desires to Transfer an interest in the Company shall be responsible for all legal fees incurred in connection with said opinion.

SECTION 9. DISSOLUTION AND TERMINATION

9.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

(a) December 31, 2015;

(b) The sale of all or substantially all of the Property and the collection of the proceeds of such sale;

(c) The unanimous election by the Members to dissolve the Company; or

(d) The entry of a judicial decree of dissolution under Section 18-802 of the Act.

9.2. Winding Up.

(a) General Matters. Following the dissolution of the Company, as provided in Section 9.1, the Manager or, in the absence of a Manager, any person appointed by the Members at such time, shall wind up the Company as provided in Section 18-803 of the Act. After the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Manager and the Members shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 6. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to Members who are creditors in the order of priority required by law, and to the establishment of any necessary reserves (including, without limitation, reserves for insurance deductibles); and

(ii) To the Members in accordance with Section 4.1.

9.3 Certificate of Cancellation. When all debts, liabilities, and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Members, a certificate of cancellation shall be executed and filed by the Manager, or if there is no Manager, by any remaining Member, with the Delaware Secretary of State.

SECTION 10. Intentionally Omitted

SECTION 11. DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any of the following events (each an "**Event of Default**") shall constitute an event of default and the Member so defaulting (herein referred to as the "**Defaulting Member**") shall thereafter be deemed to be in default without any further action whatsoever on the part of the Company or the other Member (other than with respect to any notice specifically required by this Agreement):

(a) Specified Matters. The occurrence of any event specifically designated an Event of Default under this Agreement;

(b) Bad Acts. Any act or omission on the part of such Member (in its capacity as a Member or as the Manager, as applicable) that amounts to a material breach of this Agreement, bad faith, fraud, willful misconduct, or gross negligence in connection with the Business;

(c) Retirement, Resignation, or Withdrawal. The retirement, resignation, or withdrawal, or attempted retirement, resignation, or withdrawal, by a Member from the Company in violation of this Agreement without the prior written consent of the non-defaulting Member;

(d) Dissolution or Liquidation. Any dissolution or liquidation of a Member or the taking of any action by its owners, members, managers, partners, directors, majority stockholder, or Parent looking to the dissolution or liquidation of such Member, unless either (i) the business of such Member is carried on without termination; or (ii) substantially all assets of the Member, including its interests in the Company, are transferred or are to be transferred to a Related Party or to a Person acquiring substantially all of the assets of the Parent of such Member, whether by purchase, contribution, merger, or change of control resulting from stock transfers in a Parent that is publicly traded;

(e) Voluntary Bankruptcy. The bankruptcy of a Member, which means: (i) the inability of the Member generally to pay its debts as such debts become due, or an admission in writing by the Member of the Member's inability to pay the Member's debts generally or a general assignment by the Member for the benefit of creditors; (ii) the filing of any petition or answer by the Member seeking to adjudicate the Member as bankrupt or insolvent, or seeking for the Member any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of the Member or the Member's debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for the Member or for any substantial part of the Member's property; or (iii) any action taken by the Member to authorize any of the actions set forth above;

(f) Involuntary Bankruptcy. The involuntary bankruptcy of a Member, which means, without the consent or acquiescence of the Member, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief under any present or future bankruptcy, insolvency, or similar statute, law, or regulation, or the filing of any such petition against such person, which petition shall not be dismissed within ninety (90) days, or without the consent or acquiescence of the Member, the entering of an order appointing a trustee, custodian, receiver, or liquidator of the Member or of all or any substantial part of the property of the Member, which order shall not be dismissed within ninety (90) days; or

(g) Breach. The occurrence of any of the following events; provided that if any of such events reasonably is susceptible of cure, such event shall not constitute an Event of Default unless such occurrence is not cured within a Reasonable Period after notice of such default is given by the other Member:

(i) If any material representation, warranty, or other statement of fact contained in this Agreement or in a writing, written certificate, written report, or written statement at any time furnished to the Company or the other Member by or on behalf of the Member pursuant to or in connection with this Agreement shall be false or misleading in any material respect;

(ii) A Member's failure to perform any other material obligation, act, or acts required of that Member by the provisions of this Agreement (other than those referred to in Section 11(a) through (f), inclusive).

11.2. Remedies. Upon the occurrence of and thereafter during the continuance of an Event of Default:

(a) The Defaulting Member shall lose all voting, consent, and approval rights hereunder with respect to matters that are otherwise subject to the Members' consent or approval under this Agreement, and, notwithstanding anything in this Agreement to the contrary, such Defaulting Member shall not be considered for purposes of satisfying any quorum, voting, consent, or approval requirements, including, without limitation, any requirement for unanimous consent or approval;

(b) If the Defaulting Member is also the Manager, the non-defaulting Member shall have the right to remove the Manager and appoint a new Manager;

(c) The non-defaulting Member shall have all rights and remedies set forth in this Agreement and all available remedies at law and in equity; and

(d) The Company shall have all rights and remedies set forth in this Agreement and all available remedies at law and in equity.

11.3. Non-Exclusive Remedies. The resort to any right or remedy pursuant to Section 11.2 or any other provision of this Agreement shall not, for any purpose, be deemed to be a waiver of any other remedy otherwise available hereunder or under applicable law. Further, notwithstanding the election of the non-defaulting Member and/or the Company to pursue any right or remedy under Section 11.2 or any other provision of this Agreement, each of the Company and the non-defaulting Member may, unless specifically provided otherwise in this Agreement, seek action to enjoin the Defaulting Member, seek to obtain specific performance of the Defaulting Member's obligations, seek to obtain any and all damages, losses, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred as a result of such Event of Default against the Defaulting Member, or resort to any of the other remedies then available to the Company or such Member, as applicable.

SECTION 12. MISCELLANEOUS

12.1. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, sent by registered or certified mail, return receipt requested, or sent by FedEx or any other courier service guaranteeing overnight delivery, addressed to any Member at the address appearing below such Person's name on Schedule 2.1, or by facsimile transmission to the facsimile number set below such Person's name on Schedule 2.1 (followed by notice by mail, or by FedEx or other courier service), or if to the Company, by notice to each Member as herein provided, or to such other address as the parties may from time to time specify by notice in accordance with this Section 12.1. Any such notice shall be deemed to have been delivered, given, and received for all purposes as of the date so delivered, at the applicable address; provided that notices received on a day that is not a Business Day, or after 5:00 p.m. (at the location to which delivery is to be made) on a Business Day shall be deemed received on the next Business Day. Notice to a party shall not be effective unless and until each required copy of such notice specified on Schedule 2.1 (or as the parties may from time to time specify by notice in accordance with thisSection 12.1) is given. The inability to deliver a notice because of a changed address of which no notice was given or an inoperative facsimile number for which no notice was given of a substitute number, or any rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party. Any telephone numbers and email addresses set forth on Schedule 2.1 are provided for convenience only and shall not alter the manner of giving notice set forth in this Section 12.1.

12.2. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Manager, the Members, and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

12.3. Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against the Manager or any Member.

12.4. Time. Time is of the essence with respect to this Agreement. In the event that the last day for performance of an act or the exercise of a right under this Agreement falls on a day other than a Business Day, then the last day for such performance or exercise shall be the first Business Day thereafter.

12.5. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

12.6. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the remainder of this Agreement.

12.7. Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

12.8. Additional Documents. Each Member, upon the request of any other Member, agrees to perform all further acts and execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

12.9. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, and singular or plural, as the identity of the Person or Persons may require.

12.10. Arbitration; Choice of Forum; Governing Law.

(a) Except as set forth in Section 12.10(b) below, any controversy, claim, or dispute between the parties hereto arising from or in connection with or related to this Agreement or the rights of the parties hereunder, whether based on contract, tort, or otherwise (collectively, "**Arbitrable Disputes**"), shall be resolved pursuant to an arbitration proceeding ("**Arbitration Proceeding**") on the terms set forth on Schedule 12.10 attached hereto. The parties shall use all commercially reasonable efforts to settle all potential Arbitrable Disputes without resorting to mediation, arbitration, or otherwise.

(b) The provisions of Section 12.10(a) shall in no way limit the right of any Member to exercise self-help remedies or to obtain provisional, ancillary, or equitable remedies (including without limitation temporary restraining orders or preliminary or permanent injunctions) from a court of competent jurisdiction before, after, or during the pendency of any Arbitration Proceeding. The exercise of such remedy shall not waive the right of any Member to resort to arbitration. The Members each acknowledge and agree that to the extent any legal proceeding other than an Arbitration Proceeding is permitted by this Section 12.10(b), a court of appropriate jurisdiction in the State of Florida, and the associated federal and appellate courts, shall have exclusive jurisdiction over such legal proceeding.

(c) The laws of the State of Delaware, including, without limitation, the Act, shall govern the organization and internal affairs of the Company and the liability of the Members of the Company. Nevertheless, to the extent that reference need be made to the law of any state to enforce the decision made in any Arbitration Proceeding or any legal proceeding brought pursuant to Section 12.10(b), or to apply or interpret the procedural rules applicable to any Arbitration Proceeding or any legal proceeding brought pursuant to Section 12.10(b), the internal laws of the State of Florida (without reference to the rules regarding conflict or choice of laws of such State) shall be utilized for such purpose.

12.11. Waiver of Action for Partition. Each Member irrevocably waives any right that such Member may have to maintain any action for partition with respect to any of the Company's property.

12.12. Counterpart Execution; Facsimile Signatures. This Agreement may be executed in any number of counterparts pursuant to original or facsimile copies of signatures with the same effect as if the Manager and all of the Members had signed the same document pursuant to original signatures. All counterparts shall be construed together and shall constitute one agreement.

12.13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements among the parties with respect to the subject matter of this Agreement, whether written or oral, are merged herein and shall be of no force or effect. This Agreement can be modified or amended only upon the written consent of all Members.

12.14. Representations and Warranties. Each Member represents and warrants to the Company and to each other Member that:

(a) It has acquired its interest in the Company for its own account, for investment, and not with a view to or for the resale, distribution, subdivision, or fractionalization thereof;

(b) It has no contract, undertaking, understanding, agreement or arrangement, formal or informal, with any Person to sell, transfer, or pledge all or any portion of its interest in the Company and has no current plans to enter into any such contract, undertaking, understanding, agreement or arrangement;

(c) It has such business and financial experience alone, or together with its professional advisers, that it has the capacity to protect its own interests in connection with its acquisition of an interest in the Company;

(d) It has sufficient financial strength to hold the interest in the Company as an investment and bear the economic risks of that investment (including possible complete loss of such investment) for an indefinite period of time;

(e) It has been afforded the same access to the books, financial statements, records, contracts, documents, and other information concerning the Company and the prospective business of the Company as has been afforded each other Member, and has been afforded an opportunity to ask such questions as it has deemed necessary or desirable in order to evaluate the merits and risks of the investment contemplated herein;

(f) It has performed its own due diligence with respect to its interest in the Company and the Property and is relying on that due diligence in making this investment, and that it is not relying on any other Member, or any of the other Member's Affiliates, with respect to tax, suitability, or other economic considerations;

(g) It has not received any assurances from anyone, including the other Member, that it will receive any return on its Capital Contributions, and that it is aware that its investment in the Company has substantial risks, including, without limitation, the risk of changes in the Lee County and/or Collier County, Florida real estate market and risk of the use of substantial leverage, and that it may lose all of its Capital Contributions;

(h) This Agreement constitutes a legal, valid, and binding obligation of the Member enforceable against the Member in accordance with its terms;

(i) Such Member, if an Entity, is duly organized, validly existing, and in good standing under the laws of the state of its formation or incorporation, as applicable, and has full power and authority to enter into this Agreement and to perform the terms and provisions hereof;

(j) The execution, delivery, and performance of this Agreement by such Member have been duly authorized by all necessary limited liability company and corporate action and the Persons executing this Agreement and all documents related thereto on behalf of such Member are fully authorized to do so. No consent of any person exercising control (as such term is defined in the definition of Related Party) over such Member or any judicial or administrative body or other governmental authority or any other Person or party is required for such execution, delivery, or performance (or, if required, such consent already has been obtained);

(k) The execution, delivery, and performance of this Agreement by the Member do not and will not violate, conflict with or contravene any judgment, order, decree, writ or injunction, or any law, rule, regulation, contract or agreement to which the Member is subject, which conflict, violation, or breach would have a material adverse effect on the business, operations, properties or condition (financial or otherwise) of the Company; and

(l) No Member has made or is making, and each Member specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to any fact or condition relating to or that has affected or might affect the Property, including, without limiting the generality of the foregoing: (i) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology; (ii) the income to be derived from the Property; (iii) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body (including, without limitation, environmental protection, pollution, land use, zoning, development, or regional impact laws); (iv) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property; (v) the existence in or on any of the Property of any wastes, materials, substances, pollutants, and other matters regulated by any federal, state, or local law, ordinance, or regulation relating to environmental conditions, including, without limitation, soil and groundwater conditions; or (vii) the content, suitability, or sufficiency of any plans, plats, drawings, specifications, reports, studies, and/or documents relating to all or any part of any of the Property.

12.15. Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 12.15:

"Acquisition Closing" means the closing of the Company's acquisition of the Property, in accordance with the Purchase Agreement.

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, 18-101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

"Actor" has the meaning given that term in Section 6.8.

"Additional Capital Contributions" has the meaning given that term in Section 2.3, and shall include, without limitation, any other amounts that this Agreement specifies will be treated as Additional Capital Contributions.

"Adjusted Capital Account Balance" means an amount with respect to any Member equal to the balance in such Member's Capital Account at the end of the relevant fiscal year, after taking into account contributions and distributions during such fiscal year and after increasing the balance in such Member's Capital Account by any amount which such Member is deemed to be obligated to restore pursuant to Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5).

"Affiliate" means, with respect to any Person: (a) any Person directly or indirectly controlling, controlled by or under common control with such Person; (b) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person; (c) any officer, director, manager, managing member, or general partner of such Person; or (d) any Person who is an officer, director, manager, managing member, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (a) through (c) of this definition. For purposes of clause (a) of this definition, two or more Persons shall be deemed to be under common control if there is a ten percent (10%) or greater overlap in the ownership of any classes of equity in such Persons.

"Agreement" means this Limited Liability Company Agreement, as set forth in the introductory paragraph hereof, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

"Application for Registration" has the meaning given that term in Section 1.9.

"Arbitrable Disputes" has the meaning given that term in Section 12.10(a).

"Arbitration Proceeding" has the meaning given that term in Section 12.10(a).

"Bank Account" means a bank account established by the Company at a financial institution approved by the Members.

"Book Value" has the meaning given that term in Section 5.l(b).

"Business" has the meaning given that term in Section 1.4(e).

"Business Day" means any day that is not a Saturday, Sunday, or, in Lee County and Collier County, Florida, a day on which banking institutions are authorized or required by law to close.

"Capital Account" means the capital account maintained for each Member in accordance with Section 5.3.

"Capital Contribution" means, with respect to any Member, the amount of money and the net fair market value of any property (other than money) contributed to the Company by such Member pursuant to any provision of this Agreement, including, without limitation, any Additional Capital Contributions.

"Certificate" has the meaning given that term in Section 1.9.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Company" means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

"Contribution Notice" has the meaning given that term in Section 2.3.

"Defaulting Member" has the meaning given that term in Section 11.1.

"Delinquency Notice" has the meaning given that term in Section 2.4(a).

"Delinquent Amount" has the meaning given that term in Section 2.4(a).

"Delinquent Member" has the meaning given that term in Section 2.4(a).

"Disproportionate Contributions" has the meaning given that term in Section 2.4(b)(i).

"Entity" means any Person other than an individual.

"Event of Default" means the occurrence of any act or omission that is described as an Event of Default in Section 11.1.

"Excluded Transfer" means any of the following events, to the extent they would otherwise be treated as Transfers under the definition thereof: (a) the sale, assignment, contribution, or distribution of all or substantially all of the assets and properties of a Member (including the Member's interest in the Company) or an Interest Holder (including the Interest Holder's interest in the applicable Member) to a Related Party of such Member or Interest Holder, as applicable; (b) the change in ownership of any Related Party of such Member that has equity securities that are publicly traded; or (c) the sale of all or substantially all of the assets of a Parent, any change of control of a Parent, or any merger or consolidation involving a Parent.

"Independent Activities" and "Independent Activity" have the meanings given those terms in Section 1.10(a).

"Interest Holder" has the meaning given that term in Section 8.1.

"Manager" means Mandell and any Person that succeeds as Manager of the Company pursuant to Section 2.1(a).

"Mandatory Expenses" means any of the following: (a) costs approved by the Members to the extent that the Members have agreed in writing to make Capital Contributions to pay such costs; (b) routine costs necessarily incurred by the Company in connection with holding and maintaining the Property, such as, but not limited to, property taxes and assessments; and (c) any costs specified as Mandatory Expenses in this Agreement, but in no event shall Mandatory Expenses include payments on any note or mortgage executed by the Company in connection with the Acquisition Closing pursuant to the terms and conditions of the Purchase Agreement.

"Mandell" has the meaning given that term in the initial paragraph of this Agreement.

"Member" means any Person identified as a Member of the Company in the introductory paragraph to this Agreement. If any Person is admitted as Substituted Member pursuant to the terms of this Agreement, "Member" shall be deemed to refer also to such Person. "Members" refers collectively to all Persons who are designated as a "Member" pursuant to this definition, until such time as any such Person ceases to be a member of the Company in accordance with this Agreement or the Act.

"Member Loan" has the meaning given that term in Section 2.4(b)(ii).

"Meritage" has the meaning given that term in the initial paragraph of this Agreement.

"Net Cash Flow" means the gross cash proceeds from Company operations (including from sales, dispositions, or refinancings of Company property), less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as reasonably determined by the Members.

"Non-Delinquent Member" has the meaning given that term in Section 2.4(a).

"Parent" means any Person that holds, directly or indirectly, more than fifty (50%) of the outstanding equity securities, or comparable equity interests, of a Member.

"Percentage Interest" means, with respect to a particular Member, that Member's interest, expressed as a percentage, in certain distributions of the Company, as set forth in this Agreement. The initial Percentage Interests of each Member shall be fifty-five percent (55%) for Mandell, and forty-five percent (45%) for Meritage.

"Permitted Assignee" has the meaning given that term in Section 8.2(a).

"Person" means any individual, partnership, corporation, trust, limited liability company, or other entity.

"Prime Rate" means the highest prime rate of interest published in the then most recent edition of the Wall Street Journal, Western Edition (if such edition is then published), or any successor publication.

"Profits" and/or "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to Sections 5.1(e), 5.2 and 5.3, and otherwise reasonably adjusted by the Members to comply with Regulations Sections 1.704-1(b) and 1.704-2(b).

"Property" has the meaning given that term in Section 1.4(b).

"Purchase Agreement" means that certain Purchase and Sale Agreement executed concurrently herewith with respect to certain parcels of real property located in Lee County Florida and certain parcels of real property located in Collier County Florida; under which the Company is the buyer and Meritage Homes of Florida, Inc. is the seller.

"Reasonable Period" means, with respect to any Defaulting Member, a period of thirty (30) calendar days after such Defaulting Member receives written notice of its default from a non-defaulting Member; provided, however, that if such breach can be cured but cannot reasonably be cured within such 30-day period, the period shall continue, if such Defaulting Member commences to cure the breach within such 30-day period, for so long as such defaulting Member diligently prosecutes the cure to completion, up to a maximum of the lesser of (a) ninety (90) calendar days, or (b) the period of time allowed for such performance under any loan documents applicable to the Company and/or the Property.

"Related Party" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For purposes of this definition of Related Party, the term "control" (including the terms "controlled by" and "under common control with") with respect to the relationship between or among two or more Persons, means direct or indirect, record or beneficial, ownership of at least fifty percent (50%) of the outstanding equity, capital, or right to profits of such Person.

"Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Transfer" means any change in the ownership of any interest in the Company or in a Member (an "Ownership Interest"), whether made voluntarily, involuntarily, directly, indirectly or by operation of law, including, but not limited to, the following: (1) a sale, assignment, contribution, distribution, gift or other transfer of an Ownership Interest to any Person; (2) a transfer of an Ownership Interest to the personal representative of the estate of a Person upon such Person's death, and any subsequent transfer of an Ownership Interest from such personal representative to the heirs or devisees of the deceased Person under his will or by the laws of descent and distribution; (3) a transfer of an Ownership Interest to a judicially appointed personal representative as a result of the adjudication by a court of competent jurisdiction that the transferring Person is mentally incompetent to manage his person or property; (4) a transfer of an Ownership Interest to the transferring Person's spouse or former spouse, or heirs of such spouse or former spouse, in connection with a division of their community or other property upon the death of the transferring Person, divorce or the death of such spouse; (5) a general assignment for the benefit of creditors, or any assignment to a creditor resulting from the creditor's foreclosure upon or execution against any Person holding an Ownership Interest; (6) the filing of a voluntary bankruptcy petition; (7) the adjudication of any Person holding an Ownership

Interest as bankrupt or insolvent or the entry of an order for relief under the United States Bankruptcy Code against any Person holding an Ownership Interest; (8) the filing of a petition or answer by any Person holding an Ownership Interest seeking for such Person's reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or rule; (9) the filing of an answer or other pleading by any Person holding an Ownership Interest admitting or failing to contest the material allegations of a petition filed against such Person in a bankruptcy, insolvency, reorganization or similar proceeding; (10) the seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of any Person holding an Ownership Interest or of all or any substantial part of such Person's property; (11) if a Person holding an Ownership Interest is a general or limited partnership, the dissolution and commencement of winding up of the partnership; (12) if a Person holding an Ownership Interest is a corporation, the filing of a certificate of dissolution or its equivalent for the corporation or revocation of its charter; (13) if a Person holding an Ownership Interest is another limited liability company, the filing of articles of dissolution or termination or their equivalent for the limited liability company; (14) if a Person holding an Ownership Interest is an Entity, any change in the control or majority ownership of such Person to another Person that is not a Related Party of the transferring Person; or (15) the sale, transfer, or other disposition of all or substantially all of the assets of a Person.

"Unreturned Contributions" means, with respect to each Member, an amount equal to (a) the Member's Capital Contributions to the Company, minus (b) all distributions to such Member pursuant to Section 4.1(a) (and, any amounts returned to such Member pursuant toSection 2.4(b)(i), unless such amounts have been recontributed to the Company pursuant to Section 2.4(b)(i)).

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Members have executed and entered into this Limited Liability Company Agreement of M&M FORT MYERS HOLDINGS, LLC as of the date first set forth above.

Meritage Paseo Crossing, LLC,
an Arizona limited liability company

By: /s/ LARRY W. SEAY
Name: Larry W. Seay
Title: Executive Vice President

Mandell Ft. Myers, LLC, a Florida limited liability company

By: /s/ ROBERT A. MANDELL
Robert A. Mandell, Managing Member

SCHEDULE 2.1

Members

Meritage

Meritage Paseo Crossing, LLC
17851 N. 85th Street, Suite 300
Scottsdale, Arizona 85255
Attention: Larry Seay
Telephone: 480-515-8003
Facsimile: 480.998.9178
Email: larry.seay@meritagehomes.com

with a copy to:

Meritage Paseo Crossing, LLC
17851 N. 85th Street, Suite 300
Scottsdale, Arizona 85255
Attention: Mel Faraoni
Telephone: 480-515-8008
Facsimile: 480-375-2915
Email: mel.faraoni@meritagehomes.com

and with an additional copy of any notice of default, Event of Default, breach, or claim to:

Meritage Homes Corporation
17851 N. 85th Street, Suite 300
Scottsdale, Arizona 85255
Attention: General Counsel – THIS NOTICE MAY REQUIRE IMMEDIATE ATTENTION
Facsimile: 480.998.9178

Mandell

Mandell Ft. Myers, LLC
P. O. Box 2106
Winter Park, FL 32790-2106
Attn: Robert Mandell
Facsimile: 407.599.0004
Telephone: 407.599.0001
E-mail: bobbymand@aol.com

with a copy to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801
Attn: William A. Beckett
Facsimile: 407.843.4444
Telephone: 407.418.6415
E-mail: william.beckett@lowndes-law.com

SCHEDULE 2.2

Initial Capital Contributions

Mandell: Forty-Six Thousand Seven Hundred and Fifty Dollars ($46,750)

Meritage: Thirty-Eight Thousand Two Hundred and Fifty Dollars ($38,250)

Schedule 12.10

Arbitration of Disputes

Arbitration Proceedings shall be conducted as follows:

1. Location. The location for an Arbitration Proceeding shall be as mutually agreed by the Members, but failing such agreement within ten (10) days of a written request by any Member, the Arbitration Proceeding shall be conducted in the offices of the American Arbitration Association ("AAA") in Orlando, Florida as determined by the arbitrator(s).

2. Rules and Selection of Arbitrator(s). Each Arbitration Proceeding shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association ("Rules") then in effect (provided that in the event of any conflict between such Rules and this Schedule, the terms of this Schedule shall control). In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on the Arbitrable Dispute in question would be barred by any applicable statute of limitations. The arbitrator(s) shall be selected in accordance with the Rules. If the amount in controversy is less than One Million Dollars ($1,000,000), the matter shall be heard by a single arbitrator. If the amount in controversy is equal to or greater than One Million Dollars ($1,000,000), the matter shall be heard by a panel of three arbitrators, in which event all decisions made by the panel shall be by majority vote. For purposes of determining whether an Arbitration Proceeding shall be heard by one arbitrator or by three, the term "amount in controversy" shall mean the dollar amount sought by either the Member initiating the Arbitration Proceeding or the Member responding to the Arbitration Proceeding, whichever is greater.

3. Powers of Arbitrator(s). The arbitrator(s) shall have the power to grant all appropriate legal and equitable relief (both by way of interim relief and as a part of its final award), other than punitive damages and any remedies applicable to a breach for which the sole and exclusive remedies are specified in this Agreement (in which event the arbitrator shall have the power to grant only such appropriate legal and equitable relief as is consistent with such specified remedies), as may be granted by any court of the State of Florida, to carry out the terms of this Agreement (e.g., declaratory and injunctive relief and damages). The Members expressly waive any right to punitive damages arising out of any Arbitrable Dispute. All awards and orders of the arbitrator(s) (including, but not limited to interim relief) shall be final and binding subject to confirmation, correction, or vacation pursuant to any applicable Florida law.

4. Discovery. It is the intention of the Members that all Arbitration Proceedings be conducted as expeditiously as reasonably possible in keeping with fairness and with a minimum of legal formalities. Accordingly, the Members agree that, in scheduling the arbitration hearing and all pre-hearing matters, the arbitrator or arbitration panel (as the case may be) shall be advised of the Members' desire for expedition, and shall request that all dates and deadlines be established accordingly, taking into account the nature and complexity of the Arbitrable Dispute. The Members agree that only limited discovery should be allowed in an Arbitration Proceeding. Unless otherwise ordered by the arbitrator(s) on a showing of substantial need, each side shall be limited to one document production request and one deposition.

5. Timing. In furtherance of the intent of the Members expressed in the first sentence of paragraph 4 of this Schedule, and unless modified by the arbitrator(s) upon a showing of good cause, all Arbitration Proceedings shall proceed upon the following schedule: (a) within one (1) month from the service of the notice of the request to arbitrate, the parties shall select the arbitrator(s); (b) within fifteen (15) days after selection of the arbitrator(s), the parties shall conduct a pre-arbitration conference at which a schedule of pre-arbitration discovery shall be set, all pre-arbitration motions scheduled and any other necessary pre-arbitration matters decided; (c) all discovery allowed by the arbitrator(s) shall be completed within forty-five (45) days following the pre-arbitration conference; (d) all pre-arbitration motions shall be filed and briefed so that they may be heard no later than one (1) month following the discovery cut-off; (e) the arbitration shall be scheduled to commence no later than one (1) month after the decision on all pre-arbitration motions but in any event no later than five (5) months following the service of the notice of arbitration; and (f) the arbitrator(s) shall render his or her or their written decision (including without limitation any and all findings of fact and conclusions of law) within one (1) month following the submission of the matter. The Members intend the foregoing schedule to be an outside maximum timetable, and nothing herein shall prevent the arbitrator(s) from ordering a shorter timetable if the arbitrator(s) conclude(s) that the same is warranted by the circumstances of any particular Arbitration Proceeding.

6. Transcript. All proceedings involving the Members in an Arbitration Proceeding shall be reported by a certified shorthand court reporter and written transcripts of the proceedings shall be prepared and made available to the Members.

7. Costs. The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration unless the arbitrator(s), for good cause, determine(s) otherwise. A post-arbitration proceeding to determine costs, if needed, shall be held within ten (10) days of notice of the award. Costs and fees of the arbitrator(s) (including the cost of the record of transcripts of the arbitration) shall be borne by the non-prevailing party, unless the arbitrator(s) for good cause determine(s) otherwise. Costs and fees payable in advance shall be advanced equally by the Members, subject to ultimate payment by the non-prevailing party in accordance with the preceding sentence.

8. Reconsideration. Upon receipt of the written opinion of the arbitrator(s), any Member shall have the right within ten (10) days to file with the arbitrator(s) a motion to reconsider, and the arbitrator(s) shall then reconsider the issues raised by the motion, may allow the other Member an opportunity to respond thereto, and shall either confirm or change the decision within ten (10) days after such filing, or within ten (10) days of the filing of a response, if a response is permitted. A decision shall be final and conclusive upon the Members when the time for reconsideration set forth above has passed or when such decision has been revised or confirmed. Any such reconsideration is part of the arbitration process and shall not be considered an expansion of the statutorily provided grounds for judicial review of the arbitration decision pursuant to applicable law. The costs (other than the attorneys' fees of the respective parties) of a motion for reconsideration and related proceedings shall be borne by the non-prevailing party with respect to such motion, unless the arbitrator(s) for good cause determine(s) otherwise.

9. Specific Enforcement. The terms of this Schedule shall be specifically enforceable under applicable law in any court of competent jurisdiction. The award rendered by the arbitrator(s) shall be final (subject to confirmation, correction, or vacation as set forth in any applicable Florida law) and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

10. Interest on Award. Any monetary award of the arbitrator(s) may include interest at the Prime Rate plus three percent (3%), which interest shall accrue from the date the claim, dispute, or other matter in question was rightfully due and payable under the Agreement until the date the award is paid to the prevailing party.

11. Extraordinary Remedies. No provision of this Schedule shall limit the right of any Member to exercise self-help remedies or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any Arbitration Proceeding. The exercise of such remedy shall not waive the right of any Member to resort to arbitration.

12. Severability. In case any provision in this Schedule shall be invalid, illegal, or unenforceable, such provision shall be severable from the remainder of this Schedule and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Exhibit 5.1

May 11, 2012

Meritage Homes Corporation
17851 North 85th Street
Suite 300
Scottsdale, Arizona 85255

Each of the subsidiaries of Meritage Homes Corporation listed on Schedule I attached hereto
c/o Meritage Homes Corporation
17851 North 85th Street
Suite 300
Scottsdale, Arizona 85255

Re: Exchange Offer relating to 7 % Senior Notes due 2022

Ladies and Gentlemen:

Reference is made to the Registration Statement on Form S-4, including amendments and exhibits thereto (the "Registration Statement"), for the proposed offer to exchange (the "Exchange Offer") by Meritage Homes Corporation, a Maryland corporation (the "Company"), and each of the subsidiary guarantors listed on Schedule I attached hereto (collectively, the "Guarantors"), up to an aggregate of $300 million in principal amount of its 7% Senior Notes due 2022 that have been registered under the Securities Act of 1933, as amended (the "Securities Act" and such notes, the "Exchange Notes"), for a like principal amount of its outstanding unregistered 7% Senior Notes due 2022 (the "Outstanding Notes") and the guarantees by the Guarantors of the Exchange Notes. The Outstanding Notes were issued, and the Exchange Notes are issuable, pursuant to an Indenture, dated April 10, 2012, by and among the Company, the Guarantors and Wells Fargo Bank, National Association, as Trustee (the "Indenture").

Based on the foregoing, and subject to the qualifications and limitations set forth herein, we advise you that:

1. The Exchange Notes, assuming the due authorization, execution, authentication and delivery thereof by the Trustee, when delivered by the Company in accordance with the terms of the Indenture and in exchange for Outstanding Notes as contemplated in the Registration Statement, will be valid and legally binding obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms.

2. The guarantees by the Guarantors to be endorsed on the Exchange Notes, assuming the due authorization, execution, authentication and delivery of the Exchange Notes by the Trustee, when the Exchange Notes are issued and delivered by the Company in accordance with the terms of the Indenture and as contemplated in the Registration Statement, will be valid and legally binding obligations of the Guarantors enforceable against each of them in accordance with their terms.

In rendering this opinion, we have reviewed and relied upon the Indenture, the Outstanding Notes, the form of Exchange Notes and such documents, records and other instruments of the Company and the Guarantors as we have deemed necessary.

The opinions set forth above are subject to the following qualifications:

(i) The opinions are subject to and may be limited by (a) applicable bankruptcy, insolvency, liquidation, fraudulent conveyance or transfer, moratorium, reorganization or other similar laws affecting creditors' rights generally; (b) general equitable principles and rules of law governing specific performance, estoppel, waiver, injunctive relief and other equitable remedies (regardless of whether enforcement is sought in a proceeding at law or in equity), and the discretion of any court before which a proceeding may be brought; (c) duties and standards of good faith, reasonableness and fair dealing imposed on creditors and parties to contracts; (d) the limitation in certain circumstances of provisions imposing liquidated damages, usury limitations or increases in interest rates upon delinquency in payment or the occurrence of a default; and (e) a court determination that any fees payable pursuant to a provision requiring the payment of attorneys' fees is reasonable.

(ii) We have assumed: (a) the genuineness of the signatures and the authenticity of documents submitted to us as originals, and the conformity to originals of all documents submitted to us as certified or photostatic copies; (b) that such documents accurately describe the mutual understanding of the parties as to all matters contained therein and that no other agreements or undertakings exist between the parties that would affect the documents relating to the transactions contemplated by such documents and agreements; (c) the due authorization, execution, and delivery of the documents discussed herein by all parties thereto except the Company and the Guarantors, that such documents will be valid and legally binding upon, and enforceable in accordance with their terms against, all parties thereto except the Company and the Guarantors, and that the execution, delivery and performance of such documents by parties other than the Company and the Guarantors will not violate any provision of any charter document, law, rule, regulation, judgment, order, decree, agreement or other document binding upon or applicable to such other parties or their respective assets; (d) the accuracy, completeness and genuineness of all representations and certifications made to or obtained by us, including those of public officials; (e) the accuracy and completeness of records of the Company and the Guarantors; and (f) that no fraud or dishonesty exists with respect to any matters relevant to our opinions.

(iii) We express no opinion regarding compliance by the Company or any Guarantor with any financial covenants required to be maintained by them under any agreement or document, or as to the financial ability of the Company or any Guarantors to meet its obligations under the documents described herein.

(iv) This opinion letter is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated. Without limiting the foregoing, the opinions expressed in this letter are based upon the law and facts as we understand them in effect on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision, or otherwise, or should any facts or other matters upon which we have relied be changed.

We hereby consent to the filing of the opinion as an exhibit to the Registration Statement and to the use of our name in the Registration Statement.

Very truly yours,

/s/ Snell & Wilmer L.L.P.

SCHEDULE I

Subsidiary Guarantors

Meritage Paseo Crossing, LLC
Meritage Paseo Construction, LLC
Meritage Homes of Arizona, Inc.
Meritage Homes Construction, Inc.
Meritage Homes of California, Inc.
Meritage Homes of Nevada, Inc.
Meritage Holdings, L.L.C.
Meritage Homes of Texas Holding, Inc.
Meritage Homes of Texas Joint Venture Holding Company, LLC
Meritage Homes of Texas, LLC
Meritage Homes Operating Company, LLC
MTH-Cavalier, LLC
MTH Golf, LLC
Meritage Homes of Colorado, Inc.
Meritage Homes of Florida, Inc.
California Urban Homes, LLC
WW Project Seller, LLC
Meritage Homes of North Carolina, Inc.
Carefree Title Agency, Inc.
M&M Fort Meyers Holdings, LLC

Exhibit 12.1

Meritage Homes Corporation
Calculation of Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends
(Dollars in thousands)

	Quarter Ended March 31, 2012	Year Ended December 31, 2011	2010	2009	2008	2007
(Loss)/Income from continuing operations before income taxes and minority interest	(4,574)	(20,376)	2,484	(154,799)	(275,966)	$(456,482)
Loss/(Income) from equity method investees	(1,423)	(5,849)	(5,243)	(4,013)	17,038	40,229
	(5,997)	**(26,225)**	**(2,759)**	**(158,812)**	**(258,928)**	**(416,253)**
Add/(deduct):						
+ Fixed Charges	11,315	45,441	45,936	50,123	53,526	67,109
+ Amortization of Capitalized Interest	2,378	9,863	12,228	25,951	37,233	47,051
+ Distributed income of equity method investees	1,252	6,497	7,263	8,286	10,049	15,929
- Interest capitalized	(3,476)	(12,994)	(9,720)	(10,359)	(25,606)	(55,431)
Earnings available for fixed charges	**$ 5,472**	**$ 22,582**	**$52,948**	**$ (84,811)**	**$(183,726)**	**$(341,595)**
Fixed Charges:						
Interest and other financial charges expensed and capitalized	10,847	43,393	43,442	46,890	49,259	$ 62,176
Interest factor attributed to rentals (a)	468	2,048	2,494	3,233	4,267	4,933
Fixed Charges	**$11,315**	**$ 45,441**	**$45,936**	**$ 50,123**	**$ 53,526**	**$ 67,109**
Ratio of earnings to fixed charges (b)	**0.5x(c)**	**0.5x(c)**	**1.2x**	**(c)**	**(c)**	**(c)**

(a) The interest factor attributable to rentals consists of one-third of rental charges, which is deemed by the Company to be representative of the interest factor inherent in rent.
(b) There was no outstanding preferred stock during the periods presented; therefore, the ratio of earnings to fixed charges and earnings to combined fixed charges and preferred stock dividends were the same.
(c) Earnings were not adequate to cover fixed charges by $5.8 million, $22.9 million, $134.9 million, $237.3 million and $408.7 million for the three months ended March 31, 2012 and for the years ended December 31, 2011, 2009, 2008 and 2007, respectively.

Meritage Homes Corporation
Pro Forma Calculation of Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends
(Dollars in thousands)

	Quarter Ended March 31, 2012	Year Ended December 31, 2011
(Loss)/Income from continuing operations before income taxes and minority interest	(4,854)	(21,497)
Loss/(Income) from equity method investees	(1,423)	(5,849)
	(6,277)	**(27,346)**
Add/(deduct):		
+ Fixed Charges	11,597	46,563
+ Amortization of Capitalized Interest	2,378	9,863
+ Distributed income of equity method investees	1,252	6,497
- Interest capitalized	(3,758)	(14,116)
Earnings available for fixed charges	**$ 5,192**	**$ 21,461**
Fixed Charges:		
Interest and other financial charges expensed and capitalized	11,129	44,515
Interest factor attributed to rentals (a)	468	2,048
Fixed Charges	**$11,597**	**$ 46,563**
Ratio of earnings to fixed charges (b)	**0.4x(c)**	**0.5x(c)**

(a) The interest factor attributable to rentals consists of one-third of rental charges, which is deemed by the Company to be representative of the interest factor inherent in rent.
(b) There was no outstanding preferred stock during the periods presented; therefore, the ratio of earnings to fixed charges and earnings to combined fixed charges and preferred stock dividends were the same.
(c) Earnings were not adequate to cover fixed charges by $6.4 million and $25.1 million for the three months ended March 31, 2012 and for the year ended December 31, 2011, respectively.

Exhibit 21.1

MERITAGE HOMES CORPORATION
LIST OF SUBSIDIARIES

State of Organization	Legal Entity
Arizona	Meritage Homes of Arizona, Inc.
Arizona	Meritage Paseo Crossing, LLC
Arizona	Meritage Homes Construction, Inc.
Arizona	Meritage Paseo Construction, LLC
Arizona	Meritage Homes of Colorado, Inc.
Arizona	Meritage Homes of Nevada, Inc.
Arizona	MTH-Cavalier, LLC
Arizona	MTH Golf, LLC
Arizona	Meritage Homes Operating Company, LLC
Arizona	Meritage Homes of Texas, LLC
Arizona	Meritage Homes of Texas Holding, Inc.
Arizona	WW Project Seller, LLC
Arizona	Meritage Homes of North Carolina, Inc.
California	Meritage Homes of California, Inc.
California	California Urban Homes, LLC
Florida	Meritage Homes of Florida, Inc.
Texas	Meritage Holdings, L.L.C.
Texas	Meritage Homes of Texas Joint Venture Holding Company, LLC
Texas	Carefree Title Agency, Inc.
Delaware	M&M Fort Myers Holding, LLC

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of our reports dated February 24, 2012, relating to the consolidated financial statements of Meritage Homes Corporation and subsidiaries, and the effectiveness of Meritage Homes Corporation and subsidiaries' internal control over financial reporting, appearing in the Annual Report on Form 10-K of Meritage Homes Corporation for the year ended December 31, 2011, and to the reference to us under the heading "Experts" in the Prospectus, which is part of such Registration Statement.

/s/ DELOITTE & TOUCHE LLP

Phoenix, Arizona

May 11, 2012

Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)

WELLS FARGO BANK, NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

A National Banking Association (Jurisdiction of incorporation or organization if not a U.S. national bank)	**94-1347393** (I.R.S. Employer Identification No.)
101 North Phillips Avenue **Sioux Falls, South Dakota** (Address of principal executive offices)	**57104** (Zip code)

Wells Fargo & Company
Law Department, Trust Section
MAC N9305-175
Sixth Street and Marquette Avenue, 17th Floor
Minneapolis, Minnesota 55479
(612) 667-4608
(Name, address and telephone number of agent for service)

Meritage Homes Corporation
ADDITIONAL REGISTRANTS LISTED BELOW
(Exact name of obligor as specified in its charter)

Maryland (State or other jurisdiction of incorporation or organization)	**86-0611231** (I.R.S. Employer Identification No.)
17851 North 85th Street, Suite 300 **Scottsdale, Arizona** (Address of principal executive offices)	**85255** (Zip code)

Name of Each Co-Registrant	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification No.	Principal Executive Offices
California Urban Homes, LLC	California	20-2707345	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Holdings, L.L.C.	Texas	42-1732552	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes Construction, Inc.	Arizona	86-1028847	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes of Arizona, Inc.	Arizona	86-1028848	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes of California, Inc.	California	86-0917765	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes of Colorado, Inc.	Arizona	20-1091787	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes of Florida, Inc.	Florida	59-1107583	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes of Nevada, Inc.	Arizona	43-1976353	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes of Texas Holding, Inc.	Arizona	86-0875147	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes of Texas Joint Venture Holding Company, LLC	Texas	75-2771799	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes of Texas, LLC	Arizona	65-1308131	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes Operating Company, LLC	Arizona	65-1308133	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Paseo Crossing, LLC	Arizona	86-1006497	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255

Meritage Paseo Construction, LLC	Arizona	86-0863537	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
MTH-Cavalier, LLC	Arizona	86-1028847	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
MTH Golf, LLC	Arizona	56-2379206	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
WW Project Seller, LLC	Arizona	86-1006497	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Meritage Homes of North Carolina, Inc.	Arizona	27-5411983	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
Carefree Title Agency, Inc.	Texas	45-3742536	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255
M&M Fort Myers Holdings, LLC	Delaware	26-3996740	17851 N. 85th Street, Suite 300 Scottsdale, AZ 85255

7% Senior Notes Due 2022

(Title of the indenture securities)

Item 1. General Information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency
Treasury Department
Washington, D.C.

Federal Deposit Insurance Corporation
Washington, D.C.

Federal Reserve Bank of San Francisco
San Francisco, California 94120

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.

None with respect to the trustee.

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

Item 15. Foreign Trustee. Not applicable.

Item 16. List of Exhibits. List below all exhibits filed as a part of this Statement of Eligibility.

Exhibit 1.	A copy of the Articles of Association of the trustee now in effect.*
Exhibit 2.	A copy of the Comptroller of the Currency Certificate of Corporate Existence and Fiduciary Powers for Wells Fargo Bank, National Association, dated February 4, 2004.**
Exhibit 3.	See Exhibit 2
Exhibit 4.	Copy of By-laws of the trustee as now in effect.***
Exhibit 5.	Not applicable.
Exhibit 6.	The consent of the trustee required by Section 321(b) of the Act.
Exhibit 7.	A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
Exhibit 8.	Not applicable.
Exhibit 9.	Not applicable.

* Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit 25 to the Form S-4 dated December 30, 2005 of file number 333-130784-06.

** Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit 25 to the Form T-3 dated March 3, 2004 of file number 022-28721.

*** Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit 25 to the Form S-4 dated May 26, 2005 of file number 333-125274.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Los Angeles and State of California on the 3rd day of May, 2012.

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ MADDY HALL
Maddy Hall
Vice President

EXHIBIT 6

May 3, 2012

Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ MADDY HALL
Maddy Hall
Vice President

EXHIBIT 7

Consolidated Report of Condition of

Wells Fargo Bank National Association
of 101 North Phillips Avenue, Sioux Falls, SD 57104
And Foreign and Domestic Subsidiaries,
at the close of business December 31, 2011, filed in accordance with 12 U.S.C. §161 for National Banks.

		Dollar Amounts In Millions
ASSETS		
Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin		$ 19,751
Interest-bearing balances		23,384
Securities:		
Held-to-maturity securities		0
Available-for-sale securities		195,800
Federal funds sold and securities purchased under agreements to resell:		
Federal funds sold in domestic offices		4,151
Securities purchased under agreements to resell		23,225
Loans and lease financing receivables:		
Loans and leases held for sale		28,417
Loans and leases, net of unearned income	711,276	
LESS: Allowance for loan and lease losses	16,360	
Loans and leases, net of unearned income and allowance		694,916
Trading Assets		56,692
Premises and fixed assets (including capitalized leases)		7,977
Other real estate owned		4,485
Investments in unconsolidated subsidiaries and associated companies		607
Direct and indirect investments in real estate ventures		99
Intangible assets		
Goodwill		21,252
Other intangible assets		22,891
Other assets		57,843
Total assets		$ 1,161,490
LIABILITIES		
Deposits:		
In domestic offices		$ 832,749
Noninterest-bearing	234,375	
Interest-bearing	598,374	
In foreign offices, Edge and Agreement subsidiaries, and IBFs		72,904
Noninterest-bearing	2,140	
Interest-bearing	70,764	
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased in domestic offices		2,591
Securities sold under agreements to repurchase		13,050

	Dollar Amounts In Millions
Trading liabilities	23,460
Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)	39,703
Subordinated notes and debentures	18,609
Other liabilities	33,933
Total liabilities	$ 1,036,999
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	519
Surplus (exclude all surplus related to preferred stock)	99,326
Retained earnings	18,744
Accumulated other comprehensive income	4,769
Other equity capital components	0
Total bank equity capital	123,358
Noncontrolling (minority) interests in consolidated subsidiaries	1,133
Total equity capital	124,491
Total liabilities, and equity capital	$ 1,161,490

I, Timothy J. Sloan, EVP & CFO of the above-named bank do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

Timothy J. Sloan
EVP & CFO

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

John Stumpf
Carrie Tolstedt
Michael Loughlin

Directors

Exhibit 99.1

LETTER OF TRANSMITTAL

TO TENDER FOR EXCHANGE
7% Senior Notes due 2022
that have not been registered under the Securities Act of 1933

Pursuant to the Prospectus dated , 2012

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2012, UNLESS EXTENDED.

The Exchange Agent is:

Wells Fargo Bank, National Association

By Registered or Certified Mail:

WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9303-121
PO Box 1517
Minneapolis, MN 55480

By Regular Mail or Overnight Courier

WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9303-121
Sixth & Marquette Avenue
Minneapolis, MN 55479

In Person by Hand Only:

WELLS FARGO BANK, N.A.
12th Floor – Northstar East Building
Corporate Trust Operations
608 Second Avenue South
Minneapolis, MN 55479

By Facsimile:

(For Eligible Institutions Only):
Fax (612) 667-6282
Attn: Bondholder Communications

For Information or Confirmation by
Telephone: (800) 344-5128, Option 0
Attn: Bondholder Communications

TO TENDER OUTSTANDING NOTES, AN AGENT'S MESSAGE MUST BE DELIVERED TO THE EXCHANGE AGENT AT ITS ADDRESS SET FORTH ABOVE, WITH ALL REQUIRED DOCUMENTATION, AT OR BEFORE THE EXPIRATION TIME SPECIFIED ABOVE. DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION TO A FACSIMILE NUMBER OTHER THAN THE ONE LISTED ABOVE WILL NOT CONSTITUTE VALID DELIVERY TO THE EXCHANGE AGENT. DELIVERY OF DOCUMENTS TO THE DEPOSITORY TRUST COMPANY DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

The undersigned acknowledges receipt of the Prospectus dated , 2012 (the "Prospectus"), of Meritage Homes Corporation, a Maryland corporation (the "Company"), relating to the offer (the "Exchange Offer") of the Company, upon the terms and subject to the conditions set forth in the Prospectus and herein and the instructions hereto, to exchange up to $300,000,000 aggregate principal amount of its 7% Senior Notes due 2022 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for up to $300,000,000 aggregate principal amount of its outstanding unregistered 7% Senior Notes due 2022 (the "Outstanding Notes"), upon the terms and subject to the conditions set forth in the Prospectus and this Letter of Transmittal. The minimum permitted tender is $2,000 principal amount of Outstanding Notes, and all other tenders must be in integral multiples of $1,000 in excess thereof. Capitalized terms used but not defined herein have the meanings given to them in the Prospectus.

TO TENDER OUTSTANDING NOTES, AN AGENT'S MESSAGE MUST BE DELIVERED TO THE EXCHANGE AGENT AT ITS ADDRESS SET FORTH ABOVE, WITH ALL REQUIRED DOCUMENTATION, AT OR BEFORE THE EXPIRATION TIME (AS DEFINED BELOW). DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS, OR TRANSMISSION BY FACSIMILE, OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2012, unless extended (such date and time, as the same may be extended from time to time, the "Expiration Time"). Tenders may be withdrawn at any time at or prior to the Expiration Time. **Holders who wish to be eligible to receive Exchange Notes pursuant to the Exchange Offer must validly tender and not withdraw their Outstanding Notes to the Exchange Agent prior to the Expiration Time.**

This Letter of Transmittal is to be used to tender Outstanding Notes:

- If a tender is made by book-entry transfer to the Exchange Agent's account at The Depository Trust Company ("DTC") through DTC's Automated Tender Offer Program ("ATOP") pursuant to the procedures set forth in the Prospectus under the heading "The Exchange Offer — Procedures for Tendering", with an Agent's Message (as defined below) to be transmitted to the Exchange Agent confirming such book-entry transfer; or
- If a tender is made pursuant to the guaranteed delivery procedures set forth in the Prospectus under the heading "The Exchange Offer — Guaranteed Delivery Procedures."

The term "Agent's Message" means a message, electronically transmitted by DTC to the Exchange Agent, forming part of a book-entry transfer, which states that DTC has received an express acknowledgment from the tendering holder of the Outstanding Notes that such holder has received and agrees to be bound by, and makes each of the representations and warranties contained in, this Letter of Transmittal, and, further, that such holder agrees that the Company may enforce this Letter of Transmittal against such holder.

Only registered holders are entitled to tender their Outstanding Notes for exchange in the Exchange Offer. In order for any holder of Outstanding Notes to tender in the Exchange Offer all or any portion of such holder's Outstanding Notes, the Exchange Agent must receive, at or before the Expiration Time, an Agent's Message, a confirmation of the book-entry transfer of the Outstanding Notes being tendered into the Exchange Agent's account at DTC, and all documents required by this Letter of Transmittal, or the holder must comply with the guaranteed delivery procedures set forth below.

Any participant in DTC's system whose name appears on a security position listing as the registered owner of Outstanding Notes and who wishes to make book-entry delivery of Outstanding Notes to the Exchange Agent's account at DTC can execute the tender through ATOP, for which the Exchange Offer will be eligible, by following the applicable procedures thereof. Upon such tender of Outstanding Notes:

- DTC will verify the acceptance of the tender and execute a book-entry delivery of the tendered Outstanding Notes to the Exchange Agent's account at DTC;
- DTC will send to the Exchange Agent for its acceptance an Agent's Message forming part of such book-entry transfer; and
- transmission of the Agent's Message by DTC will satisfy the terms of the Exchange Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message.

Delivery of documents to DTC does not constitute delivery to the Exchange Agent.

In order to properly complete this Letter of Transmittal, a holder of Outstanding Notes must:

- complete the box entitled "Description of Outstanding Notes Tendered";
- if appropriate, check and complete the boxes relating to book-entry transfer, guaranteed delivery, broker dealers, and special issuance instructions; and
- complete the Substitute Form W-9 accompanying this Letter of Transmittal or the applicable IRS Form W-8, which may be obtained from the Exchange Agent.

If a holder of Outstanding Notes desires to tender his, her, or its Outstanding Notes for exchange and, at or before the Expiration Time, the procedures for book-entry transfer cannot be completed, then such holder may effect a tender of Outstanding Notes for exchange in accordance with the guaranteed delivery procedures set forth in the Prospectus under the heading "The Exchange Offer — Guaranteed Delivery Procedures." See Instruction 2.

The Exchange Offer may be extended, terminated, or amended as provided in the Prospectus. During any such extension of the Exchange Offer, all Outstanding Notes previously tendered and not withdrawn pursuant to the Exchange Offer will remain subject to the Exchange Offer. The Exchange Offer is scheduled to expire at 5:00 p.m., New York City time, on , 2012, unless extended by the Company.

Persons who are beneficial owners of Outstanding Notes but are not registered holders and who desire to tender Outstanding Notes should contact the registered holder of such Outstanding Notes and instruct such registered holder to tender on such beneficial owner's behalf.

SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

DESCRIPTION OF OUTSTANDING NOTES TENDERED

Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank)	Total Principal Amount of Outstanding Notes Tendered (must be at least $2,000 and integral multiples of $1,000 in excess thereof)

☐ **CHECK HERE IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution: _____

DTC Account Number: _____

Transaction Code Number: _____

By crediting Outstanding Notes to the Exchange Agent's account at DTC in accordance with ATOP and by complying with applicable ATOP procedures with respect to the Exchange Offer, including transmitting an Agent's Message to the Exchange Agent in which the holder of the Outstanding Notes acknowledges and agrees to be bound by the terms of this Letter of Transmittal, the participant in ATOP confirms on behalf of itself and the beneficial owners of such Outstanding Notes all provisions of this Letter of Transmittal applicable to it and such beneficial owners as if it had completed the information required herein and executed and delivered this Letter of Transmittal to the Exchange Agent.

☐ **CHECK HERE IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING (FOR USE BY ELIGIBLE INSTITUTIONS ONLY):**

Name(s) of Registered Holder(s): _____

Window Ticket Number (if any): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution that Guaranteed Delivery: _____

☐ **CHECK HERE IF YOU ARE A BROKER-DEALER AND COMPLETE THE FOLLOWING:**

Name (Please type or print): _____

Address (Include Zip Code): _____

☐ **CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.**

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned tenders to the Company for exchange the Outstanding Notes indicated above. Subject to, and effective upon, acceptance for exchange of the Outstanding Notes tendered herewith, the undersigned sells, assigns and transfers to the

Company all right, title, and interest in and to all such Outstanding Notes tendered for exchange hereby. The undersigned irrevocably constitutes and appoints the Exchange Agent as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as agent of the Company) with respect to such Outstanding Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to:

- transfer ownership of such Outstanding Notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity to the Company;
- present and deliver such Outstanding Notes for transfer on the books of the Company; and
- receive all benefits or otherwise exercise all rights and incidents of beneficial ownership of such Outstanding Notes, all in accordance with the terms of the Exchange Offer.

The undersigned represents and warrants that it has full power and authority to tender, exchange, assign and transfer the Outstanding Notes and to acquire the Exchange Notes issuable upon the exchange of such tendered Outstanding Notes, and that, when the Outstanding Notes are accepted for exchange, the Company will acquire good and unencumbered title to the tendered Outstanding Notes, free and clear of all liens, restrictions, charges, and encumbrances and not subject to any adverse claim. The undersigned also warrants that it will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Company to be necessary or desirable to complete the exchange, assignment, and transfer of tendered Outstanding Notes or transfer ownership of such Outstanding Notes on the account books maintained by DTC.

The undersigned also acknowledges that the Exchange Offer is being made by the Company in reliance on interpretations by the staff of the Securities and Exchange Commission (the "SEC"), as set forth in no-action letters issued to third parties. Based on interpretations of the staff of the SEC, as set forth in such series of no-action letters, the Company believes that Exchange Notes may be offered for resale, resold, and otherwise transferred by holders thereof (other than any such holder that is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act or that tenders Outstanding Notes for the purpose of participating in a distribution of the Exchange Notes), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business, and such holders have no arrangement or understanding with any person to participate in the distribution of the Exchange Notes. However, the Company does not intend to request that the SEC consider, and the SEC has not considered, the Exchange Offer in the context of a no-action letter and therefore the Company cannot guarantee that the staff of the SEC would make a similar determination with respect to the Exchange Offer. The undersigned acknowledges that if the interpretation of the Company of the above mentioned no-action letters is incorrect such holder may be held liable for any offers, resales or transfers by the undersigned of the Exchange Notes that are in violation of the Securities Act. The undersigned further acknowledges that neither the Company nor the Exchange Agent will indemnify any holder for any such liability under the Securities Act.

The undersigned represents and warrants that:

- the Exchange Notes issued in the Exchange Offer are acquired in the ordinary course of the undersigned's business;
- the undersigned has no arrangement or understanding with any person to participate, and is not participating, in the distribution of the Exchange Notes within the meaning of the Securities Act;
- the undersigned is not an "affiliate" of the Company within the meaning of Rule 405 of the Securities Act and as interpreted by the SEC;
- the undersigned is not holding Outstanding Notes that have, or that are reasonably likely to have, the status of an unsold allotment in the initial offering of the Outstanding Notes;
- if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes; and

- if the undersigned is a broker-dealer, such broker-dealer will receive the Exchange Notes for its own account in exchange for Outstanding Notes and that:
  - such Outstanding Notes were acquired by such broker-dealer as a result of market-making or other trading activities; and
  - it will deliver a prospectus meeting the requirements of the Securities Act in connection with the resale of Exchange Notes, and will comply with the applicable provisions of the Securities Act with respect to resale of any Exchange Notes.

Any holder of Outstanding Notes who is an affiliate of the Company who tenders Outstanding Notes in the Exchange Offer for the purpose of participating in a distribution of the Exchange Notes:

- may not rely on the position of the staff of the SEC enunciated in its series of interpretive no-action letters with respect to exchange offers; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal and every obligation of the undersigned hereunder is binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and personal and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned.

Outstanding Notes properly tendered may be withdrawn at any time at or before the Expiration Time in accordance with the terms of the Prospectus and this Letter of Transmittal. The Exchange Offer is subject to certain conditions, some of which may be waived or modified by the Company, in whole or in part, at any time and from time to time at or prior to the Expiration Time, as described in the Prospectus under the heading "The Exchange Offer — Conditions of the Exchange Offer." The undersigned recognizes that as a result of such conditions the Company may not be required to accept for exchange, or to issue Exchange Notes in exchange for, any Outstanding Notes and may terminate or amend the Exchange Offer, by oral or written notice to the Exchange Agent or by a timely press release, if the conditions to the Exchange Offer have not been satisfied or waived at the then scheduled Expiration Times. All tendering holders, by execution of this Letter of Transmittal, waive any right to receive any notice of the acceptance or rejection of their Outstanding Notes for exchange.

The Company is not aware of any jurisdiction in which the making of the Exchange Offer or the tender of Outstanding Notes in connection therewith would not be in compliance with the laws of such jurisdiction. The Exchange Notes may not be offered or sold in any state unless they have been registered or qualified for sale in such state or an exemption from registration or qualification is available and complied with by the holders selling the Exchange Notes. The Company currently does not intend to register or qualify the sale of the Exchange Notes in any state.

Unless otherwise indicated under "Special Issuance Instructions," please credit the account of the undersigned maintained at DTC appearing under the table "Description of Outstanding Notes Tendered" with any Outstanding Notes not accepted for exchange or any Exchange Notes issued in exchange for Outstanding Notes. The undersigned recognizes that the Company has no obligation pursuant to the special issuance instructions to transfer any Outstanding Notes from the name of the holder thereof if the Company does not accept for exchange any of the Outstanding Notes so tendered or if such transfer would not be in compliance with any transfer restrictions applicable to such Outstanding Notes.

SPECIAL ISSUANCE INSTRUCTIONS
(SEE INSTRUCTIONS 1, 6, 7 and 8)

To be completed ONLY if Outstanding Notes tendered by book-entry transfer that are not exchanged are to be returned by credit to an account maintained at DTC other than the account indicated above. **ISSUE TO:**

Name (Please type or print): _____

Address (Include Zip Code): _____

Taxpayer ID or Social Security Number: _____

Credit DTC Account Number: _____

SIGN HERE TO TENDER YOUR OUTSTANDING NOTES IN THE EXCHANGE OFFER

Signature of each holder of Outstanding Notes* _____

Capacity (Full Title): ** _____

Name (Please type or print): _____

Address (Include Zip Code): _____

Area Code and Telephone Number: _____

Dated: , 2012

* *Must be signed by each registered holder of Outstanding Notes exactly as such holder's name appears on certificate(s) representing the Outstanding Notes or on a security position listing, or by each person authorized to become a registered holder by certificates and documents transmitted herewith.*

** *Please provide if signature is by an attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation, or other person acting in a fiduciary or representative capacity. See Instruction 6.*

GUARANTEE OF SIGNATURE
(IF REQUIRED — SEE INSTRUCTIONS 1 AND 6)

Authorized Signature: _____

Name (Please type or print): _____

Title: _____

Name of Firm: _____

Address (Include Zip Code): _____

Area Code and Telephone Number: _____

Dated: , 2012

IMPORTANT: COMPLETE AND SIGN THE SUBSTITUTE FORM W-9 ACCOMPANYING THIS LETTER OF TRANSMITTAL

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. Guarantee of Signatures.

Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by an institution which is a member of the New York Stock Exchange Medallion Signature Program or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed if such Outstanding Notes are tendered for the account of an Eligible Institution. **IN ALL OTHER CASES, ALL SIGNATURES MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION.**

2. Delivery of this Letter of Transmittal and Outstanding Notes; Guaranteed Delivery Procedures.

In order for a holder of Outstanding Notes to tender all or any portion of such holder's Outstanding Notes, the Exchange Agent must receive an Agent's Message with respect to such holder, a confirmation of the book-entry transfer of the Outstanding Notes being tendered into the Exchange Agent's account at DTC, and any other required documents, at or before the Expiration Time, or the tendering holder must comply with the guaranteed delivery procedures set forth below. Delivery of the documents to DTC does not constitute delivery to the Exchange Agent.

THE METHOD OF DELIVERY OF OUTSTANDING NOTES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT THE ELECTION AND RISK OF THE TENDERING HOLDER OF OUTSTANDING NOTES. EXCEPT AS OTHERWISE PROVIDED BELOW, THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED OR CONFIRMED BY THE EXCHANGE AGENT. BY USING THE ATOP PROCEDURES TO TENDER OUTSTANDING NOTES, YOU WILL NOT BE REQUIRED TO DELIVER THIS LETTER OF TRANSMITTAL TO THE EXCHANGE AGENT. HOWEVER, YOU WILL BE BOUND BY ITS TERMS, AND YOU WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGEMENTS AND THE REPRESENTATIONS AND WARRANTIES IT CONTAINS, JUST AS IF YOU HAD SIGNED IT.

If holders desire to tender Outstanding Notes for exchange pursuant to the Exchange Offer and, if at or before the Expiration Tim, the procedures for book-entry transfer cannot be completed, such holder may effect a tender of Outstanding Notes for exchange in accordance with the guaranteed delivery procedures set forth in the Prospectus under the caption "The Exchange Offer — Guaranteed Delivery Procedures." Pursuant to the guaranteed delivery procedures:

- such tender must be made by or through an Eligible Institution;
- at or prior to the Expiration Time, the Exchange Agent must have received from an Eligible Institution a validly completed and executed Notice of Guaranteed Delivery, substantially in the form accompanying this Letter of Transmittal, by facsimile transmission, mail, or hand delivery, setting forth the name and address of the holder of the Outstanding Notes being tendered and the amount of the Outstanding Notes being tendered. The Notice of Guaranteed Delivery must state that the tender is being made and guarantee that within three New York Stock Exchange trading days after the date of execution of the Notice of Guaranteed Delivery a book-entry confirmation, together with an Agent's Message and any other documents required by the Letter of Transmittal, will be transmitted to the Exchange Agent; and
- the Exchange Agent must receive a book-entry confirmation, together with an Agent's Message and any other documents required by the Letter of Transmittal, within three New York Stock Exchange trading days after the date of execution of the Notice of Guaranteed Delivery.

All tendering holders, by execution of this Letter of Transmittal, waive any right to receive any notice of the acceptance or rejection of their Outstanding Notes for exchange.

3. Inadequate Space.

If the space provided in the box entitled "Description of Outstanding Notes" above is inadequate, the principal amounts of the Outstanding Notes being tendered should be listed on a separate signed schedule affixed hereto.

4. Withdrawals.

A tender of Outstanding Notes may be withdrawn at any time at or before the Expiration Time by delivery of a written or facsimile notice of withdrawal to the Exchange Agent at the address set forth on the cover of this Letter of Transmittal. To be effective, a notice of withdrawal must:

- be received by the Exchange Agent at or before the Expiration Time;
- specify the name of the person having tendered the Outstanding Notes to be withdrawn;
- specify the principal amount of Outstanding Notes to be withdrawn;
- specify the name and number of the account at DTC to be credited with the withdrawn Outstanding Notes and otherwise comply with the procedures of DTC (including ATOP procedures);
- include a statement that such holder is withdrawing his, her or its election to have such Outstanding Notes exchanged; and
- bear the signature of the holder in the same manner as the original signature on the Letter of Transmittal, if any, by which such Outstanding Notes were tendered, with such signature guaranteed by an Eligible Institution (unless such withdrawing holder is an Eligible Institution).

The Exchange Agent will promptly return any properly withdrawn Outstanding Notes following receipt of the notice of withdrawal. All questions as to the validity of notices of withdrawal, including time of receipt, will be determined by the Company in its sole discretion and such determination will be final and binding on all parties.

Any Outstanding Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Outstanding Notes that have been tendered for exchange but that are not exchanged for any reason will be credited to an account with DTC specified by the holder) after withdrawal, rejection of tender, or termination of the Exchange Offer. Properly withdrawn Outstanding Notes may be retendered by following one of the procedures described under the heading "The Exchange Offer — Procedures for Tendering" in the Prospectus at any time at or before the Expiration Time.

5. Partial Tenders.

Tenders of Outstanding Notes will be accepted only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. If a tender for exchange is to be made with respect to less than the entire principal amount of any Outstanding Notes, fill in the principal amount of Outstanding Notes which are tendered for exchange in the appropriate column of the box entitled "Description of Outstanding Notes." In case of a partial tender for exchange, the untendered principal amount of the Outstanding Notes will be credited to the DTC account of the tendering holder, unless otherwise indicated in the appropriate box on this Letter of Transmittal, as promptly as practicable after the expiration or termination of the Exchange Offer.

6. Signatures on this Letter of Transmittal and Powers of Attorney.

- If this Letter of Transmittal is signed by the registered holder(s) of the Outstanding Notes tendered for exchange hereby, each signature must correspond exactly with each name as written on the face of the certificate without alteration, enlargement, or any change whatsoever.
- If any of the Outstanding Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.
- If any tendered Outstanding Notes are registered in different names on several certificates, it will be necessary to complete, sign, and submit as many separate copies of this Letter of Transmittal and any necessary or required documents as there are names in which Outstanding Notes are held.
- If this Letter of Transmittal or any certificates or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Company of such person's authority to so act must be submitted, unless waived by the Company.
- If this Letter of Transmittal is signed by the registered holder(s) of the Outstanding Notes listed and transmitted hereby, no endorsements of certificates or separate bond powers are required, unless certificates for Outstanding Notes not tendered or not accepted for exchange are to be issued or returned in the name of a person other than the holder(s) thereof. In such event, signatures on this Letter of Transmittal or such certificates must be guaranteed by an Eligible Institution (unless signed by an Eligible Institution).
- If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Outstanding Notes, the certificates representing such Outstanding Notes must be properly endorsed for transfer by the registered holder or be accompanied by a properly completed bond power from the registered holder, in either case signed by each such registered holder exactly as the name of each registered holder of the Outstanding Notes appears on the Company's records. Signatures on the endorsement or bond power must be guaranteed by an Eligible Institution (unless signed by an Eligible Institution).
- If the Outstanding Notes or the Exchange Notes issued in exchange for the Outstanding Notes are to be issued in the name of a person other than the registered holder(s), this Letter of Transmittal must be accompanied by bond powers or other documents of transfer sufficient to permit the transfer of such Outstanding Notes into the name of such person.

7. Transfer Taxes.

Except as set forth in this Instruction 7, the Company will pay or cause to be paid any transfer taxes applicable to the exchange by the Company of Outstanding Notes pursuant to the Exchange Offer. If, however, a transfer tax is imposed for any reason other than the exchange by the Company of Outstanding Notes pursuant to the Exchange Offer, then the amount of any transfer taxes (whether imposed on the registered holder(s) or any other persons) will be payable by the tendering holder. If satisfactory evidence of the payment of such taxes or exemptions therefrom is not submitted with this Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

8. Special Issuance Instructions.

If the Exchange Notes are to be issued or if any Outstanding Notes not tendered or not accepted for exchange are to be issued or sent to a person other than the person(s) signing this Letter of Transmittal or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Holders of Outstanding Notes tendering Outstanding Notes by book-entry transfer may request that Outstanding Notes not accepted for exchange be credited to such other account maintained at DTC as such holder may designate. In such event, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution.

9. Irregularities.

All questions as to the forms of all documents and the validity of (including time of receipt) and acceptance of the tenders and withdrawals of Outstanding Notes will be determined by the Company, in its sole discretion, which determination will be final and binding. Alternative, conditional, or contingent tenders will not be considered valid. The Company reserves the absolute right to reject any or all tenders of Outstanding Notes that are not in proper form or the acceptance of which would, in the Company's opinion, be unlawful. The Company also reserves the right to waive any defects or irregularities as to the tender of any particular Outstanding Notes. The Company's interpretation of the terms and conditions of the Exchange Offer (including the instructions in this Letter of Transmittal) will be final and binding. Any defect or irregularity in connection with tenders of Outstanding Notes must be cured within such time as the Company determines, unless waived by the Company. Tenders of Outstanding Notes will not be deemed to have been made until all defects or irregularities have been waived by the Company or cured. Neither the Company nor the Exchange Agent, nor any other person will be under any duty to give notice of any defects or irregularities in tenders of Outstanding Notes, or will incur any liability to registered holders or beneficial owners or of Outstanding Notes or any other persons for failure to give such notice.

10. Waiver of Conditions.

To the extent permitted by applicable law, the Company reserves the right to waive any and all conditions to the Exchange Offer on or before the Expiration Time as described under "The Exchange Offer — Conditions of the Exchange Offer" in the Prospectus, and accept for exchange any Outstanding Notes tendered. To the extent that the Company waives any condition to the Exchange Offer, it will waive such condition as to all Outstanding Notes.

11. Tax Identification Number and Backup Withholding.

Federal income tax law generally requires that a holder of Outstanding Notes whose tendered Outstanding Notes are accepted for exchange or such holder's assignee (in either case, the "Payee"), provide the Exchange Agent (the "Payor") with such Payee's correct Taxpayer Identification Number ("TIN"), which, in the case of a Payee who is an individual, is such Payee's social security number. If the Payor is not provided with the correct TIN or an adequate basis for an exemption, such Payee may be subject to a $50 penalty imposed by the Internal Revenue Service and backup withholding at the applicable withholding rate (which is currently 28%) on all reportable payments (such as interest), that are made to the Payee with respect to the Exchange Notes. If withholding results in an overpayment of taxes, a refund may be obtained.

To prevent backup withholding, each Payee must provide the Exchange Agent such Payee's correct TIN by completing the "Substitute Form W-9" accompanying this Letter of Transmittal, certifying that the TIN provided is correct (or that such Payee is awaiting a TIN) and that:

- the Payee is exempt from backup withholding;
- the Payee has not been notified by the Internal Revenue Service that such Payee is subject to backup withholding as a result of a failure to report all interest or dividends; or
- the Internal Revenue Service has notified the Payee that such Payee is no longer subject to backup withholding.

If the Payee does not have a TIN, such Payee should consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "W-9 Guidelines") for instructions on applying for a TIN. A Payee who has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future should check the "Awaiting TIN" box in Part 3 of the Substitute Form W-9, and should sign and date the Substitute Form W-9 and the Certificate of Awaiting Taxpayer Identification Number set forth therein. If such a Payee does not provide his, her, or its TIN to the Exchange Agent within 60 days, backup withholding on all reportable payments will begin and continue until such Payee furnishes such Payee's TIN to the Exchange Agent.

If the Outstanding Notes are held in more than one name or are not in the name of the actual owner, consult the W-9 Guidelines for information on which TIN to report.

Exempt Payees (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt Payee must enter its correct TIN in Part 1 of the Substitute Form W-9, check the "Exempt" box in Part 4 of such form and sign and date the form. See the W-9 Guidelines for additional instructions. In order for a nonresident alien or foreign entity to qualify as exempt from these backup withholding and information reporting requirements, such person must complete and submit an appropriate Form W-8, signed under penalty of perjury attesting to such exempt status. Such form may be obtained from the Exchange Agent.

12. Requests for Information or Additional Copies.

Requests for assistance with respect to the procedures for the Exchange Offer or for additional copies of the Prospectus, this Letter of Transmittal, the Notice of Guaranteed Delivery, or the W-9 Guidelines may be directed to the Exchange Agent at its address set forth on the cover of this Letter of Transmittal.

13. Incorporation of this Letter of Transmittal.

This Letter of Transmittal will be deemed to be incorporated in, and acknowledged and accepted by, a tender through DTC's ATOP procedures by any participant on behalf of itself and the beneficial owners of any Outstanding Notes so tendered by such participant.

IMPORTANT: CONFIRMATION OF BOOK-ENTRY TRANSFER AND AN AGENT'S MESSAGE, TOGETHER WITH ALL OTHER REQUIRED DOCUMENTS, OR A NOTICE OF GUARANTEED DELIVERY, MUST BE RECEIVED BY THE EXCHANGE AGENT AT OR BEFORE THE EXPIRATION TIME.

Exhibit 99.2

NOTICE OF GUARANTEED DELIVERY

OFFER TO EXCHANGE
$300,000,000 of 7% Senior Notes due 2022
that have been registered under the Securities Act of 1933
for any and all of our outstanding
$300,000,000 of 7% Senior Notes due 2022
that have not been registered under the Securities Act of 1933

Pursuant to the Prospectus dated , 2012

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2012, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION TIME"). TENDERS MAY BE WITHDRAWN AT ANY TIME AT OR BEFORE THE EXPIRATION TIME.

The Exchange Agent is:

Wells Fargo Bank, National Association

By Registered or Certified Mail:

WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9303-121
PO Box 1517
Minneapolis, MN 55480

By Regular Mail or Overnight Courier

WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9303-121
Sixth & Marquette Avenue
Minneapolis, MN 55479

In Person by Hand Only:

WELLS FARGO BANK, N.A.
12th Floor – Northstar East Building
Corporate Trust Operations
608 Second Avenue South
Minneapolis, MN 55479

By Facsimile:

(For Eligible Institutions Only):
Fax (612) 667-6282
Attn: Bondholder Communications

For Information or Confirmation by
Telephone: (800) 344-5128, Option 0
Attn: Bondholder Communications

As set forth in the prospectus dated , 2012 (the "Prospectus"), of Meritage Homes Corporation, a Maryland corporation (the "Company"), and in the accompanying Letter of Transmittal (the "Letter of Transmittal"), this Notice of Guaranteed Delivery must be used to accept the Company's offer to exchange (the "Exchange Offer") up to $300,000,000 in aggregate principal amount of its 7% Senior Notes due 2022 (the "Exchange Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its outstanding unregistered 7% Senior Notes due 2022 (the "Outstanding Notes"), if at or before the Expiration Time the procedures for book-entry transfer cannot be completed. This form must be delivered by an Eligible Institution (as defined below) by mail or hand delivery or transmitted via facsimile to the Exchange Agent at its address set forth above at or before the Expiration Time. Capitalized terms used but not defined herein have the meanings given to them in the Letter of Transmittal.

Transmission of this Notice of Guaranteed Delivery via facsimile to a number other than as set forth above or delivery of this Notice of Guaranteed Delivery to an address other than as set forth above will not constitute a valid delivery.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on the Letter of Transmittal is required to be guaranteed by an eligible institution under the instructions thereto, such signature guarantee must appear in the applicable space provided on the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to the Company, upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal (receipt of which are hereby acknowledged), the principal amount of Outstanding Notes specified below pursuant to the guaranteed delivery procedures set forth in the Prospectus and in Instruction 2 of the Letter of Transmittal. By so tendering, the undersigned does hereby make as of the date hereof, the representations and warranties of a tendering holder of Outstanding Notes set forth in the Letter of Transmittal. The undersigned hereby authorizes the Exchange Agent to deliver this Notice of Guaranteed Delivery to the Company with respect to the Outstanding Notes tendered pursuant to the Exchange Offer.

The undersigned understands that tenders of the Outstanding Notes will be accepted only in principal amounts equal to $2,000 and integral multiples of $1,000 in excess thereof. The undersigned also understands that tenders of the Outstanding Notes pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Time. For a withdrawal of a tender of Outstanding Notes to be effective, it must be made in accordance with the procedures set forth in the prospectus under "The Exchange Offer — Withdrawal of Tenders."

The undersigned understands that the exchange of any Exchange Notes for Outstanding Notes will be made only after timely receipt by the Exchange Agent of (1) a book-entry confirmation of the transfer of such Outstanding Notes into the Exchange Agent's account at DTC, and (2) a properly transmitted Agent's Message, within three New York Stock Exchange trading days after the execution hereof.

All authority herein conferred or agreed to be conferred by this notice of guaranteed delivery shall not be affected by, and shall survive, the death or incapacity of the undersigned, and every obligation of the undersigned under this notice of guaranteed delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

SIGNATURES BEGIN ON NEXT PAGE

PLEASE SIGN AND COMPLETE

Signature(s) of registered holder(s) or Authorized Signatory*:

Name(s) of registered holder(s) (Please type or print):

Title (Capacity)**: _____

Address (Include Zip Code): _____

Area Code and Telephone No.: _____

Date: _____, 2012

Principal Amount of Outstanding 7% Senior Notes due 2022 Tendered: _____

Name of Tendering Institution: _____

DTC Account Number: _____

Transaction Code Number: _____

* *Must be signed exactly as such participant's name appears on a security position listing as the owner of the Outstanding Notes, or by each person authorized to become a registered holder by endorsements and documents transmitted with this Notice of Guaranteed Delivery.*

** *Please provide if signature is by an attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation, or other person acting in a fiduciary or representative capacity.*

GUARANTEE ON NEXT PAGE MUST BE COMPLETED

GUARANTEE
(MUST BE COMPLETED; NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a recognized member in good standing of a Medallion Signature Guarantee Program recognized by the Exchange Agent, such as a firm which is a member of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States, or certain other eligible institutions as that term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each, an "Eligible Institution"), guarantees that the confirmation of book-entry transfer of the Outstanding Notes referenced above into the Exchange Agent's account at the Depository Trust Company facility, together with an Agent's Message (as defined in the Letter of Transmittal) and any other documents required by the Letter of Transmittal, will be received by the Exchange Agent at its address set forth above within three New York Stock Exchange trading days after the date of execution hereof.

The Eligible Institution that completes this form must communicate the guarantee to the Exchange Agent and must deliver an Agent's Message and confirmation of the book-entry transfer of such Outstanding Notes into the Exchange Agent's account at the Depository Trust Company, within the time periods shown herein. The undersigned acknowledges that failure to do so could result in a financial loss to such Eligible Institution.

PLEASE PRINT NAME AND ADDRESS

Name of Firm: _____

Authorized Signature: _____

Name (Please type or print): _____

Title: _____

Address (Include Zip Code): _____

Area Code and Telephone Number: _____

Date: _____, 2012

OFFER TO EXCHANGE
$300,000,000 of 7% Senior Notes due 2022
that have been registered under the Securities Act of 1933
for any and all of our outstanding
$300,000,000 of 7% Senior Notes due 2022
that have not been registered under the Securities Act of 1933

Pursuant to the Prospectus dated , 2012

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2012, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION TIME"). TENDERS MAY BE WITHDRAWN AT ANY TIME AT OR BEFORE THE EXPIRATION TIME.

To DTC Participants:

Meritage Homes Corporation, a Maryland corporation (the "Company"), is offering to exchange, upon the terms and subject to the conditions set forth in the prospectus dated , 2012 (the "Prospectus"), and the accompanying Letter of Transmittal (the "Letter of Transmittal"), up to $300,000,000 in aggregate principal amount of its 7% Senior Notes due 2022 (the "Exchange Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of outstanding unregistered 7% Senior Notes due 2022 (the "Outstanding Notes"), upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal (which, together, as they may be amended, supplemented or otherwise modified from time to time, constitute the "Exchange Offer"). As set forth in the Prospectus, the terms of the Exchange Notes are substantially identical to the Outstanding Notes, except that the transfer restrictions, registration rights, and additional interest provisions relating to the Outstanding Notes will not apply to the Exchange Notes. The Prospectus and the Letter of Transmittal more fully describe the Exchange Offer. Capitalized terms used but not defined herein have the meanings given to them in the Letter of Transmittal.

We are requesting that you contact your clients for whom you hold Outstanding Notes regarding the Exchange Offer. For your information and for forwarding to your clients for whom you hold Outstanding Notes registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Prospectus;
2. The Letter of Transmittal (including a Substitute Form W-9 and Guidelines for Certification of Taxpayer identification number on Substitute Form W-9);
3. A Notice of Guaranteed Delivery to be used to accept the Exchange Offer if, at or before the Expiration Time, the procedure for book-entry transfer cannot be completed;
4. A form of letter that may be sent to your clients for whose account you hold Outstanding Notes registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Exchange Offer; and
5. A form of instruction letter that may be used by beneficial holders to provide instructions to you or other DTC participants in connection with the Exchange Offer.

Your prompt action is required. The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2012, unless extended. Outstanding Notes tendered pursuant to the Exchange Offer may be withdrawn at any time at or before the Expiration Time.

To participate in the Exchange Offer, you must arrange for DTC to transmit to the Exchange Agent certain required information, including an Agent's Message forming part of a book-entry transfer in which you agree to be bound by the terms of the Letter of Transmittal, and transfer the Outstanding Notes being tendered into the Exchange Agent's account at DTC prior to the Expiration Time, all in accordance with the instructions set forth in the Letter of Transmittal and the Prospectus.

The Company will, upon request, reimburse brokers, dealers, commercial banks and trust companies for reasonable and necessary costs and expenses incurred by them in forwarding the Prospectus and the related documents to the beneficial owners of Outstanding Notes held by such brokers, dealers, commercial banks, and trust companies as nominee or in a fiduciary capacity. The Company will pay or cause to be paid all transfer taxes applicable to the exchange of Outstanding Notes pursuant to the Exchange Offer, except as set forth in Instruction 7 of the Letter of Transmittal. Otherwise, the Company will not pay any fees or commissions to any broker or dealer or any other person (other than the Exchange Agent) for soliciting tenders of the Outstanding Notes pursuant to the Exchange Offer.

Any inquiries you may have regarding the procedure for tendering Outstanding Notes pursuant to the Exchange Offer, or requests for additional copies of the enclosed materials, should be directed to Wells Fargo Bank, National Association, the Exchange Agent for the Exchange Offer, at its address and telephone number set forth below:

By Registered or Certified Mail:

WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9303-121
PO Box 1517
Minneapolis, MN 55480

By Regular Mail or Overnight Courier

WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9303-121
Sixth & Marquette Avenue
Minneapolis, MN 55479

In Person by Hand Only:

WELLS FARGO BANK, N.A.
12th Floor – Northstar East Building
Corporate Trust Operations
608 Second Avenue South
Minneapolis, MN 55479

By Facsimile:

(For Eligible Institutions Only):
Fax (612) 667-6282
Attn: Bondholder Communications

For Information or Confirmation by
Telephone: (800) 344-5128, Option 0
Attn: Bondholder Communications

Very truly yours,

MERITAGE HOMES CORPORATION

NOTHING HEREIN OR IN THE ENCLOSED DOCUMENTS CONSTITUTES YOU OR ANY OTHER PERSON AS AN AGENT OF THE COMPANY OR THE EXCHANGE AGENT, OR AUTHORIZES YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE EXCHANGE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

OFFER TO EXCHANGE
$300,000,000 of 7% Senior Notes due 2022
that have been registered under the Securities Act of 1933
for any and all of our outstanding
$300,000,000 of 7% Senior Notes due 2022
that have not been registered under the Securities Act of 1933

Pursuant to the Prospectus dated , 2012

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2012, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION TIME"). TENDERS MAY BE WITHDRAWN AT ANY TIME AT OR BEFORE THE EXPIRATION TIME.

To Our Clients:

We are enclosing for your consideration (i) a prospectus dated , 2012 (the "Prospectus") of Meritage Homes Corporation, a Maryland corporation (the "Company"), (ii) a related Letter of Transmittal (which together with the Prospectus constitutes the "Exchange Offer") relating to the offer by the Company to exchange up to $300,000,000 aggregate principal amount of its 7% Senior Notes due 2022 (the "Exchange Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for up to $300,000,000 aggregate principal amount of its outstanding unregistered 7% Senior Notes due 2022 (the "Outstanding Notes"), upon the terms and subject to the conditions set forth in the Exchange Offer, and (iii) an Instruction to Registered Holder from Beneficial Owner. As set forth in the Prospectus, the terms of the Exchange Notes are substantially identical to the Outstanding Notes, except that the transfer restrictions, registration rights, and additional interest provisions relating to the Outstanding Notes will not apply to the Exchange Notes. The Prospectus and the Letter of Transmittal more fully describe the Exchange Offer. Capitalized terms used but not defined herein have the meanings given to them in the Letter of Transmittal.

This material is being forwarded to you as the beneficial owner of the Outstanding Notes carried by us in your account, but not registered in your name.**A tender of such Outstanding Notes can be made only by us as the registered holder for your account and pursuant to your instructions. The enclosed Letter of Transmittal is furnished to you for your information only and cannot be used to tender Outstanding Notes.**

Accordingly, we request instructions as to whether you wish us to tender on your behalf the Outstanding Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal.

Your attention is directed to the following:

1. The Exchange Offer is described in and subject to the terms and conditions set forth in the Prospectus and the Letter of Transmittal.
2. The Exchange Offer is for any and all Outstanding Notes.
3. Subject to the terms and conditions of the Exchange Offer, the Company will accept for exchange promptly following the Expiration Time all Outstanding Notes validly tendered and will issue Exchange Notes promptly after such acceptance.

4. The Exchange Offer is being made pursuant to the registration rights agreement entered into on April 10, 2012, among the Company and the initial purchasers of the Outstanding Notes.

5. Any transfer taxes incident to the transfer of Outstanding Notes from the holder to the Company will be paid by the Company, except as otherwise provided in Instruction 7 of the Letter of Transmittal.

6. **The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2012, unless extended by the Company.** If you desire to exchange your Outstanding Notes in the Exchange Offer, your instructions should be forwarded to us as promptly as possible in order to permit us to tender the Outstanding Notes on your behalf at or before the Expiration Time in accordance with the provisions of the Exchange Offer. Any Outstanding Notes tendered pursuant to the Exchange Offer may be withdrawn at any time at or before the Expiration Time.

Pursuant to the Letter of Transmittal, each holder of Outstanding Notes must represent to the Company that:

- the Exchange Notes issued in the Exchange Offer are acquired in the ordinary course of the holder's business;
- the holder has no arrangement or understanding with any person to participate, and is not participating, in the distribution of the Exchange Notes within the meaning of the Securities Act;
- the holder is not an "affiliate" of the Company within the meaning of Rule 405 of the Securities Act and as interpreted by the Securities Exchange Commission;
- the holder is not holding Outstanding Notes that have, or that are reasonably likely to have, the status of an unsold allotment in the initial offering of the Outstanding Notes;
- if the holder is not a broker-dealer, the holder is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes; and
- if such a holder is a broker-dealer, such broker-dealer will receive the Exchange Notes for its own account in exchange for Outstanding Notes and that:
    - such Outstanding Notes were acquired by such broker-dealer as a result of market-making or other trading activities; and
    - it will deliver a prospectus meeting the requirements of the Securities Act in connection with the resale of Exchange Notes, and will comply with the applicable provisions of the Securities Act with respect to resale of any Exchange Notes.

Any person who is an affiliate of the Company, or is participating in the Exchange Offer for the purpose of distributing the Exchange Notes, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale transaction of the Exchange Notes acquired by such person and such person cannot rely on the position of the staff of the Securities and Exchange Commission enunciated in its series of interpretative no-action letters with respect to exchange offers.

The enclosed "Instructions to Registered Holder from Beneficial Owner" form contains an authorization by you, as the beneficial owner of Outstanding Notes, for us to make, among other things, the foregoing representations on your behalf.

We urge you to read the enclosed Prospectus and Letter of Transmittal in conjunction with the Exchange Offer carefully before providing instructions regarding your Outstanding Notes. If you wish to tender any or all of the Outstanding Notes held by us for your account, please so instruct us by completing, executing, detaching, and returning to us the instruction form attached hereto.

None of the Outstanding Notes held by us for your account will be tendered unless we receive written instructions from you to do so. Unless a specific contrary instruction is given, your signature on the attached "Instructions to Registered Holder from Beneficial Holder" constitutes an instruction to us to tender ALL of the Outstanding Notes held by us for your account.

Exhibit 99.5

INSTRUCTION TO REGISTERED HOLDER
From Beneficial Owner of
Meritage Homes Corporation's
7% Senior Notes due 2022

To DTC Participant:

The undersigned hereby acknowledges receipt of the prospectus dated , 2012 (the "Prospectus") of Meritage Homes Corporation, a Maryland corporation (the "Company"), and accompanying Letter of Transmittal (the "Letter of Transmittal"), which together constitute the Company's offer ("Exchange Offer") to exchange up to $300,000,000 in aggregate principal amount of its 7% Senior Notes due 2022 (the "Exchange Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its outstanding unregistered 7% Senior Notes due 2022 (the "Outstanding Notes"). Tenders of Outstanding Notes may be made only in principal amounts equal to $2,000 and integral multiples of $1,000 in excess thereof. Capitalized terms used but not defined have the meanings assigned to them in the Letter of Transmittal.

The undersigned understands and agrees that the Company has filed a registration statement to register the Exchange Notes under the Securities Act and will not accept for exchange any Outstanding Notes until the registration statement has become effective under the Securities Act.

This will instruct you as to the action to be taken by you relating to the Exchange Offer with respect to the Outstanding Notes held by you for the account of the undersigned.

The aggregate face amount of the Outstanding Notes held by you for the account of the undersigned is (fill in amount):

$ of Outstanding Notes

With respect to the Exchange Offer, the undersigned hereby instructs you to (check one of the following boxes):

☐ **TENDER the following Outstanding Notes held by you for the account of the undersigned (insert principal amount of Outstanding Notes to be tendered, if any):**

$ of Outstanding Notes

☐ **NOT TENDER any Outstanding Notes held by you for the account of the undersigned.**

If the undersigned is instructing you to tender the Outstanding Notes held by you for the account of the undersigned, the undersigned agrees and acknowledges that you are authorized:

- to make, on behalf of the undersigned (and the undersigned, by its signature below, makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner of the Outstanding Notes, including but not limited to the representations that:
  - the Exchange Notes issued in the Exchange Offer are acquired in the ordinary course of the undersigned's business;
  - the undersigned has no arrangement or understanding with any person to participate, and is not participating, in the distribution of the Exchange Notes within the meaning of the Securities Act;
  - the undersigned is not an "affiliate" of the Company within the meaning of Rule 405 of the Securities Act and as interpreted by the Securities Exchange Commission;
  - the undersigned is not holding Outstanding Notes that have, or that are reasonably likely to have, the status of an unsold allotment in the initial offering of the Outstanding Notes;

- if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes; and
- if the undersigned is a broker-dealer, such broker-dealer will receive the Exchange Notes for its own account in exchange for Outstanding Notes and that:
  - such Outstanding Notes were acquired by such broker-dealer as a result of market-making or other trading activities; and
  - it will deliver a prospectus meeting the requirements of the Securities Act in connection with the resale of Exchange Notes, and will comply with the applicable provisions of the Securities Act with respect to resale of any Exchange Notes; and
- the undersigned acknowledges that any person who is an affiliate of the Company or is participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale transaction of the Exchange Notes acquired by such person and such person cannot rely on the position of the staff of the Securities and Exchange Commission enunciated in its series of interpretative no-action letters with respect to exchange offers;

- to agree, on behalf of the undersigned, as set forth in the Letter of Transmittal; and
- to take such other action as necessary under the Prospectus or the Letter of Transmittal to effect the valid tender of the Outstanding Notes.

SIGN HERE

Signature(s) of Owner(s): _____

Name(s) (Please type or print): _____

Tax ID or Social Security Number: _____

Title (Capacity): _____

Address (Include Zip Code): _____

Area Code and Telephone No.: _____

Date: , 2012