As filed with Securities and Exchange Commission on March 27, 2018

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)

8800 East Raintree Drive, Suite 300,
Scottsdale, Arizona 85260
(480) 515-8100
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Hilla Sferruzza
Executive Vice President and Chief Financial Officer
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
(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, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

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
6.00% Senior Notes due 2025	$200,000,000	100%	$200,000,000	$24,900
Guarantees of 6.00% Senior Notes due 2025	$200,000,000	(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 6.00% Senior Notes due 2025 by its direct and indirect 100% 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.

Table of Co-Registrants

The following direct and indirect 100% owned subsidiaries of Meritage Homes Corporation will guarantee Meritage Homes Corporation's payment obligations under its 6.00% Senior Notes due 2025 and are co-registrants under this registration statement. The address, including zip code, and telephone number, including area code, of each co-registrant is 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260, (480) 515-8100.

Name of Each Co-Registrant as Specified in Its Charter (1)	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 the Carolinas, Inc.	Arizona	27-5411983
Carefree Title Agency, Inc.	Texas	45-3742536
M&M Fort Myers Holdings, LLC	Delaware	26-3996740
Meritage Homes of Florida Realty LLC	Florida	59-1107583
Meritage Homes of Georgia Realty, LLC	Arizona	47-1171110
Meritage Homes of Georgia, Inc.	Arizona	47-1171110
Meritage Homes of South Carolina, Inc.	Arizona	46-5709345
Meritage Homes of Tennessee, Inc.	Arizona	46-3409691
MLC Holdings, Inc. dba MLC Land Holdings, Inc.	Arizona	47-1967950
MTH GA Realty LLC	Arizona	47-1171110
MTH Realty LLC	Arizona	86-1006497
MTH SC Realty LLC	Arizona	46-5709345
MTH Shelf Co., Inc.	Arizona	

(1) Each Co-Registrant guarantor subsidiary is "100% owned" directly or indirectly by Meritage Homes Corporation as defined by Article3-10(h)(1) of Regulation S-X. The guarantees are full and unconditional and joint and several. In the event that a guarantor sells or disposes of all of such guarantor's assets, or in the event that we sell or dispose of all of the equity interests in a guarantor, by way of merger, consolidation or otherwise, in each case in accordance with the terms and conditions set forth in the Indenture, then such guarantor will be released and relieved of any obligations under its note guarantee.

Table of Contents

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 MARCH 27, 2018

PROSPECTUS

OFFER TO EXCHANGE
$200,000,000 of 6.00% Senior Notes due 2025
and the full and unconditional, joint and several
guarantees thereof by all of our existing subsidiaries
(other than our Unrestricted Subsidiaries)
that have been registered under the Securities Act of 1933

for any and all of our outstanding
$200,000,000 of 6.00% Senior Notes due 2025
and the full and unconditional, joint and several
guarantees thereof by all of our existing subsidiaries
(other than our Unrestricted Subsidiaries)
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 ●, 2018, UNLESS EXTENDED.

We are offering to exchange up to $200 million aggregate principal amount of our registered 6.00% Senior Notes due 2025 (the "**exchange notes**"), for the identical aggregate principal amount of our outstanding unregistered 6.00% Senior Notes due 2025, which were issued on March 16, 2018 (the "**outstanding unregistered notes**"). The aggregate principal amount of the outstanding unregistered notes, and therefore, the aggregate principal amount of exchange notes which would be issued if all the outstanding unregistered notes were exchanged, is $200 million. The exchange offer will expire at 5:00 p.m., New York City time, on ●, 2018 unless we extend the offer. Promptly following the expiration of the exchange offer, we will exchange the exchange notes for all outstanding unregistered notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer. You may withdraw tenders of outstanding unregistered 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 unregistered 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 exchange notes are our unsecured senior obligations. The exchange 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 12 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.

Broker-dealers who receive new securities pursuant to the exchange offer acknowledge that they will deliver a prospectus in connection with any resale of such new securities. Broker-dealers who acquired the old securities as a result of market-making or other trading activities may use the prospectus for the exchange offer, as supplemented or amended, in connection with resales of the new securities.

The date of this prospectus is ●, 2018.

TABLE OF CONTENTS

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
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
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 ●, 2018, 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 unregistered 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 unregistered notes or beneficial owner of outstanding unregistered 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

Overview

Meritage Homes is a leading designer and builder of single-family homes. We primarily build in historically high- growth regions of the United States and offer a variety of homes that are designed to appeal to a wide range of homebuyers, primarily focused on first-time and first move-up buyers. We have homebuilding operations in three regions: West, Central and East, which are comprised of nine states: Arizona, California, Colorado, Texas, Florida, Georgia, North Carolina, South Carolina and Tennessee. We also operate a wholly owned title company, Carefree Title Agency, Inc. ("**Carefree Title**"). Carefree Title's core business includes title insurance and closing/ settlement services we offer to our homebuyers.

Our homebuilding and marketing activities are conducted under the name of Meritage Homes in each of our homebuilding markets. On a limited basis, we also offer luxury homes in some markets under the name of Monterey Homes. At December 31, 2017, we were actively selling homes in 244 communities, with base prices ranging from approximately $170,000 to $1,390,000.

Recent Results

The housing market continued to improve throughout 2017 supported by a strengthening economy and favorable demand environment, due in part to a limited supply of resale homes combined with continued low interest rates that contribute to housing affordability. We believe that recent job growth and strong consumer confidence foster generally steady improvement for our sector over the next several years, particularly among the first-time homebuyer segment. Historically, first-time buyers have made up a significant percentage of homebuyers. That buyer segment had been absent in recent years as young adults accumulated large amounts of student debt in a stagnant economy and were unable to save for down payments. The economy's improvement along with job growth and these young adults reaching a phase of life where many are now part of a dual income household has made homebuying within reach again. While this demand has translated to rising average sales prices in many markets, it has also resulted in rising land and construction material costs, which, combined with weather-related challenges in the latter half of 2017, limited the expansion in gross margins.

The desire for new homes continues to be healthy across most of our markets, especially for our entry-level and LiVE.NOW® communities that target first-time homebuyers who represent a strong presence in the market. We continue to focus on strategic initiatives such as selling, general and administrative cost control, community count growth and home closing gross margin improvement that are designed to position us for further growth and improve our bottom line results, while pivoting to increase our focus on first-time and first move-up buyers. We expect first-time buyers to continue to grow as a percentage of total homebuyers and we are re- shifting our focus to meet that demand with an increased number of communities that target that segment. Our entry-level product is also attracting move-down buyers with select floor plans and price points that appeal to an age-targeted audience

Table of Contents

Following is summary financial data as of and for the years ended December 31, 2017 and 2016 (dollars in thousands other than per share data).

	Years Ended December 31, 2017	Years Ended December 31, 2016	Percentage
Homes closed (units)	7,709	7,355	5%
Home closing revenue	$3,186,775	$3,003,426	6%
Average sales price — closings	$ 413	$ 408	1%
Home orders (units)	7,957	7,290	9%
Home order value	$3,296,788	$3,001,503	10%
Average sales price — orders	$ 414	$ 412	1%
Ending backlog (units)	2,875	2,627	9%
Ending backlog value	$1,245,771	$1,135,758	10%
Average sales price — backlog	$ 433	$ 432	0%
Earnings before income taxes	$ 247,519	$ 218,060	14%
Net earnings	$ 143,255	$ 149,541	(4)%
Diluted EPS	$ 3.41	$ 3.55	(4)%

Company Positioning

We believe that the investments in our new communities, particularly those designed for the first-time homebuyer, and industry-leading innovation in energy-efficient product offerings and automation create a differentiated strategy that has aided us in our growth in the highly competitive new home market. We remain focused on our main goals of growing our orders, revenue and profit, community count, and maintaining a strong balance sheet. To help meet these goals, we continue to focus on the following initiatives:

- Continuing to actively acquire and develop land in key markets in order to maintain and grow our lot supply and active community count;
- Expanding the number of LiVE.NOW® communities that target the growing first-time homebuyer segment;
- Introducing newly designed plan offerings to meet homebuyers changing preferences in our markets, most recently an entire new product library in our East Region;
- Expanding market share in our smaller markets;
- Managing construction efficiencies and cost increases through national and regional vendor relationships with a focus on quality construction and warranty management;
- Growing revenue while managing costs, allowing us to improve overhead operating leverage;
- Generating additional working capital and maintaining adequate liquidity;
- Increasing orders and orders pace through the use of our consumer and market research to build homes that offer our buyers their desired features and amenities;
- Continuing to innovate and promote our energy efficiency program and our recently announced M.Connected Home™ Automation Suite to create differentiation for the Meritage brand;
- Adapting sales and marketing efforts to increase traffic and allow us to favorably compete with both resale and new homes;
- Actively monitoring and adjusting our sales, construction and closing processes to incorporate enhancements identified through customer satisfaction surveys;

- Promoting a positive environment for our employees in order to develop and motivate them and to minimize turnover; and
- Simplifying the customer's selection and purchase process.

CORPORATE INFORMATION

We are a Maryland corporation. Our principal offices are at 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona, 85260. 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.

Table of Contents

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, 2017. The financial data as of December 31, 2017 and 2016 and for each of the years ended December 31, 2017, 2016 and 2015 has been derived from our audited consolidated financial statements and related notes, which are incorporated by reference into this prospectus. The financial data as of December 31, 2015, 2014 and 2013 and for each of the years ended December 31, 2014 and 2013 has been derived from our audited consolidated financial statements, which do not appear nor are they incorporated by reference into this prospectus. 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, 2017, which is incorporated by reference herein. These results may not be indicative of future results.

	Historical Consolidated Financial Data (Dollars in thousands, except per share amounts)				
	Year Ended December 31,				
	2017	2016	2015	2014	2013
Statement of Operations Data:					
Total closing revenue	$ 3,226,772	$ 3,029,227	$ 2,568,082	$ 2,169,643	$ 1,814,659
Total cost of closings (1)	$(2,660,273)	$(2,498,015)	$(2,079,373)	$(1,717,026)	$(1,418,241)
Total closing gross profit	$ 566,499	$ 531,212	$ 488,709	$ 452,617	$ 396,418
Financial services profit	$ 22,055	$ 21,902	$ 19,271	$ 16,178	$ 15,954
Commissions and other sales costs	$ (221,647)	$ (215,092)	$ (188,418)	$ (156,742)	$ (126,716)
General and administrative expenses	$ (124,041)	$ (123,803)	$ (112,849)	$ (104,598)	$ (91,510)
Earnings/(loss) from unconsolidated entities, net	$ 2,101	$ 4,060	$ (338)	$ (447)	$ (378)
Interest expense	$ (3,853)	$ (5,172)	$ (15,965)	$ (5,163)	$ (15,092)
Other income/(expense), net	$ 6,683	$ 4,953	$ (946)	$ 6,572	$ 2,792
Loss on extinguishment of debt	$ (278)	$ —	$ —	$ —	$ (3,796)
Earnings before income taxes	$ 247,519	$ 218,060	$ 189,464	$ 208,417	$ 177,672
Provision for income taxes	$ (104,264)	$ (68,519)	$ (60,726)	$ (66,176)	$ (53,208)
Net earnings	$ 143,255	$ 149,541	$ 128,738	$ 142,241	$ 124,464
Earnings per common share:					
Basic	$ 3.56	$ 3.74	$ 3.25	$ 3.65	$ 3.45
Diluted (2)	$ 3.41	$ 3.55	$ 3.09	$ 3.46	$ 3.25
Balance Sheet Data:					
Cash, cash equivalents, investments and securities and restricted cash	$ 170,746	$ 131,702	$ 262,208	$ 103,333	$ 363,823
Real estate	$ 2,731,380	$ 2,422,063	$ 2,098,302	$ 1,877,682	$ 1,405,299
Total assets (3)	$ 3,251,258	$ 2,888,691	$ 2,679,777	$ 2,306,011	$ 1,991,154
Senior, senior subordinated and convertible senior notes, net and loans payable and other borrowings (3)	$ 1,283,804	$ 1,127,314	$ 1,117,040	$ 925,081	$ 908,841
Total liabilities (3)	$ 1,674,433	$ 1,467,196	$ 1,420,840	$ 1,196,522	$ 1,149,762
Stockholders’ equity	$ 1,576,825	$ 1,421,495	$ 1,258,937	$ 1,109,489	$ 841,392
Cash Flow Data:					
Cash (used in)/provided by:					
Operating activities	$ (87,132)	$ (103,402)	$ (3,335)	$ (211,248)	$ (77,924)
Investing activities	$ (17,072)	$ (20,106)	$ (16,487)	$ (62,867)	$ 1,031
Financing activities	$ 143,248	$ (6,998)	$ 178,697	$ 103,312	$ 180,572

(1) Total cost of closings includes $6.7 million, $3.8 million, $6.6 million, $3.7 million and $1.0 million of impairments for the years ending December 31, 2017, 2016, 2015, 2014 and 2013, respectively.

(2) Diluted earnings per common share for all years presented includes adjustments to net earnings to account for the interest attributable to our convertible debt, net of income taxes. See Note 8 of our consolidated financial statements to our

Annual Report on Form 10-K for the year ended December 31, 2017, which is incorporated by reference herein, for additional information.

(3) Capitalized debt costs were retrospectively reclassified from Prepaids, other assets and goodwill to Senior, senior subordinated and convertible senior notes, net and loans payable and other borrowings as a result of the Financial Accounting Standards Board's issuance of Accounting Standards Update 2015-03, *Interest — Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. Debt costs reclassified from assets to liabilities amounted to $10.7 million, $10.1 million and $12.2 million for December 31, 2015, 2014 and 2013, respectively.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for each of the years ended December 31, 2017, 2016, 2015, 2014 and 2013.

	Year Ended December 31,				
	2017	2016	2015	2014	2013
Ratio of Earnings to Fixed Charges (1)	3.9x	3.9x	3.6x	4.1x	4.1x

(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.

ISSUANCE OF THE OUTSTANDING UNREGISTERED NOTES

We sold the $200,000,000 aggregate principal amount of outstanding unregistered notes to J.P. Morgan Securities LLC, RBC Capital Markets, LLC, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Mizuho Securities USA LLC, PNC Capital Markets LLC, SunTrust Robinson Humphrey, Inc., U.S. Bancorp Investments, Inc. and WoodRock Securities, L.P., as initial purchasers, on March 16, 2018 pursuant to a purchase agreement, dated March 2, 2018, between the initial purchasers and us. The initial purchasers subsequently resold the outstanding unregistered 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 unregistered notes for exchange notes registered under the Securities Act and also granted holders of the outstanding unregistered notes rights under some circumstances to have resales of outstanding unregistered 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.”

On June 2, 2015, we previously issued $200,000,000 aggregate principal amount of our 6.00% Senior Notes due 2025 under an indenture, dated as of June 2, 2015 (the “**indenture**”), between Meritage Homes Corporation, its subsidiary guarantors and Wells Fargo Bank, National Association, as trustee, and subsequently exchanged such notes for $200,000,000 aggregate principal amount of registered notes issued under the indenture (the “**existing registered notes**”). The outstanding unregistered notes were issued as additional notes under the indenture and, together with the existing registered notes, are treated as a single class of notes under the indenture. Immediately after the issuance of the outstanding unregistered notes, we had $400,000,000 aggregate principal of our 6.00% Senior Notes due 2025 outstanding. 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 unregistered 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 unregistered 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 unregistered notes that are validly tendered and not withdrawn by holders of outstanding unregistered notes in response to the exchange offer. See “The Exchange Offer — Termination of Certain Rights,” “The Exchange Offer — Procedures for Tendering” and “Description of the Exchange Notes.”

On February 26, 2018, we redeemed at par all of our outstanding $175,000,000 4.50% Senior Notes due 2018 plus accrued and unpaid interest to the redemption date. We funded this redemption by borrowing $175 million under our revolving credit facility. As of February 28, 2018, we had outstanding borrowings under the revolving credit facility of $250 million. We used the net proceeds from the offering of the outstanding unregistered notes to repay outstanding borrowings under our revolving credit facility.

THE EXCHANGE OFFER

The Exchange Offer	We are offering to exchange $200 million aggregate principal amount of our registered 6.00% Senior Notes due 2025 for the identical aggregate principal amount of our outstanding unregistered 6.00% Senior Notes due 2025. At the date of this prospectus, $200 million principal amount of outstanding unregistered 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 ●, 2018, 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 unregistered 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 Unregistered Notes	The exchange notes will bear interest at the rate of 6.00% 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 unregistered 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 unregistered 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 unregistered 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 Unregistered Notes	In order to exchange your outstanding unregistered 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 unregistered 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 unregistered notes; and • you agree to be bound by the terms of the letter of transmittal.

	You may tender your outstanding unregistered 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 unregistered 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 unregistered 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 unregistered notes and the procedures for book-entry transfer cannot be completed by the expiration of the exchange offer, you may tender your outstanding unregistered notes according to the guaranteed delivery procedures described in "The Exchange Offer — Guaranteed Delivery Procedures."
Acceptance of the Outstanding Unregistered 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 unregistered 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 unregistered 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 unregistered 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 inno-action letters issued to persons unrelated to us, we believe exchange notes issued pursuant to the exchange offer in exchange for outstanding unregistered notes may be offered for resale, resold and otherwise transferred by the holder (other than (1) a broker-dealer who purchased the outstanding unregistered 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 unregistered notes which outstanding unregistered 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 "United States Federal Income Tax Considerations."

Table of Contents

THE EXCHANGE NOTES

The exchange notes will evidence the same debt as the outstanding unregistered notes and will be entitled to the benefits of the indenture under which both the outstanding unregistered 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	$200,000,000 aggregate principal amount of 6.00% Senior Notes due 2025.
Maturity Date	June 1, 2025.
Interest Rate	The exchange notes will bear interest at 6.00% per year (calculated using a360-day year composed of twelve 30-day months). Interest on the exchange notes will accrue from and including December 1, 2017.
Interest Payment Dates	June 1 and December 1 of each year, beginning on June 1, 2018.
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	Substantially all of our current 100% owned subsidiaries will guarantee the exchange notes. The guarantees are full and unconditional and joint and several. In the event that a guarantor sells or disposes of all of such guarantor's assets, or in the event that we sell or dispose of all of the equity interests in a guarantor, by way of merger, consolidation or otherwise, in each case in accordance with the terms and conditions set forth in the indenture, then such guarantor will be released and relieved of any obligations under its note guarantee. See "Description of the Exchange Notes — Note Guarantees."
Redemption at our Option	Prior to March 1, 2025, 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 exchange notes being redeemed or (b) the sum of the present values of the remaining scheduled payments of principal and interest on the exchange 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, if any, on the exchange notes to the redemption date. On or after March 1, 2025, we may redeem any or all of the exchange notes at any time at a redemption price equal to 100% of the principal amount of the exchange notes being redeemed plus accrued and unpaid interest, if any, on the exchange notes to the redemption date.

Exchange Offer; Registration Rights	In connection with the issuance of the outstanding unregistered notes on March 16, 2018, 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 45 days after the issue date of the outstanding unregistered notes on March 16, 2018, and we agreed to use our reasonable best efforts to cause the registration statement to be declared effective within 105 days after the issue date of the outstanding unregistered notes, and to complete the offer to exchange the exchange notes for the outstanding unregistered notes within 165 days after the issue date of the outstanding unregistered notes. If we fail to meet any of the targets listed above, the annual interest rate on the outstanding unregistered 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 unregistered notes will revert to the original level.
Certain Indenture Provisions	The indenture 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 will receive no proceeds from the issuance of the exchange notes. We used the net proceeds from the offering of the outstanding unregistered notes to repay outstanding borrowings under our revolving credit facility. 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, 2017 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 exchange notes.

As of December 31, 2017 after giving effect to the issuance of the outstanding unregistered notes and the application of the proceeds therefrom, we would have had approximately $1.3 billion of indebtedness. In addition, subject to restrictions in the indenture governing the exchange notes offered hereby and the indentures governing our existing senior and convertible senior 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 exchange 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 exchange notes and the principal payments and interest on our other debt from cash flow from our operations.

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.

Because the exchange notes are effectively subordinated to our secured debt and structurally subordinated to any liabilities of oumon-guarantor subsidiaries, you may not be fully repaid if we become insolvent.

The exchange notes will rank senior in right of payment to our existing and future indebtedness that is expressly subordinated in right of payment to the exchange notes; equal in right of payment to our existing and future indebtedness that is not so subordinated; effectively junior in right of payment to any of our secured indebtedness, including any secured indebtedness of our guarantor subsidiaries, to the extent of the value of the assets securing such indebtedness; and structurally junior to all indebtedness (including trade payables) of our subsidiaries that do not guarantee the exchange notes. In the event of our bankruptcy, liquidation, reorganization or other winding up, our assets that secure debt ranking senior or equal in right of payment to the exchange notes will be available to pay obligations on the exchange notes only after the secured debt has been repaid in full from these assets. There may not be sufficient assets remaining to pay amounts due on any or all of the exchange notes then outstanding. The indenture will not prohibit us from incurring additional senior debt or secured debt, nor will it prohibit any of our subsidiaries from incurring additional liabilities.

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 non-guarantor 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.

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, 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 exchange notes and the existing registered notes at a price in cash equal to 101% of the principal amount thereof, plus any accrued and unpaid interest, if any, to, but not including, the repurchase date. To the extent that we are required to offer to repurchase the exchange notes and the existing registered notes upon the occurrence of a Change of Control Triggering Event, we may not have sufficient funds to repurchase the exchange notes and the existing registered notes in cash at such time. In addition, our ability to repurchase the exchange notes and the existing registered 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. 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 of 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 exchange notes.

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

While the indenture 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 — 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.

Federal and state fraudulent transfer laws and suretyship defenses may permit a court to void the exchange notes and/or the guarantees, and if that occurs, you may not receive any payments on the exchange notes.

Federal and state fraudulent transfer and conveyance statutes may apply to the issuance of the exchange notes and the incurrence of the guarantees of the exchange notes. Under federal bankruptcy law and comparable provisions of state fraudulent transfer or conveyance laws, which may vary from state to state, the exchange notes or the guarantees thereof could be voided as a fraudulent transfer or conveyance if we or any of the subsidiary guarantors, as applicable, (a) issued the exchange notes or incurred the guarantees with the intent of hindering, delaying or defrauding creditors or (b) received less than reasonably equivalent value or fair consideration in return for either issuing the exchange notes or incurring the guarantees and, in the case of (b) only, one of the following is also true at the time thereof:

- we or any of the subsidiary guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the exchange notes or the incurrence of the guarantees;
- the issuance of the exchange notes or the incurrence of the guarantees left us or any of the subsidiary guarantors, as applicable, with an unreasonably small amount of capital or assets to carry on the business;
- we or any of the subsidiary guarantors intended to, or believed that we or such subsidiary guarantor would, incur debts beyond our or such subsidiary guarantor's ability to pay as they mature; or
- we or any of the subsidiary guarantors were a defendant in an action for money damages, or had a judgment for money damages docketed against us or the subsidiary guarantors if, in either case, the judgment is unsatisfied after final judgment.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is secured or satisfied. A court would likely find that a subsidiary guarantor did not receive reasonably equivalent value or fair consideration for its exchange note guarantee to the extent the subsidiary guarantor did not obtain a reasonably equivalent benefit directly or indirectly from the issuance of the exchange notes.

We cannot be certain as to the standards a court would use to determine whether or not we or the subsidiary guarantors were insolvent at the relevant time or, regardless of the standard that a court uses, whether the exchange notes or the guarantees would be subordinated to our or any of our subsidiary guarantors' other debt. In general, however, a court would deem an entity insolvent if:

- the sum of its debts, including contingent and unliquidated liabilities, was greater than the fair saleable value of all of its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they became due.

The guarantees of the exchange notes contain a provision to limit each guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer. However, under recent case law, this provision may not be effective to protect such guarantee from being voided under fraudulent transfer law or otherwise determined to be unenforceable. If a court were to find that the issuance of the exchange notes or the incurrence of a guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the exchange notes or that exchange note guarantee, could subordinate the exchange notes or that guarantee to presently existing and future indebtedness of ours or of the related subsidiary guarantor or could require the holders of the exchange notes to repay any amounts received with respect to that guarantee. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the exchange notes. Further, the avoidance of the exchange notes could result in an event of default with respect to our and our subsidiaries' other debt that could result in acceleration of that debt.

Also, although 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.

Finally, as a court of equity, a bankruptcy court may subordinate the claims in respect of the exchange notes to other claims against us under the principle of equitable subordination if the court determines that (1) the holder of exchange notes engaged in some type of inequitable conduct, (2) the inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holders of exchange notes and (3) equitable subordination is not inconsistent with the provisions of the bankruptcy code.

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 unregistered notes that do not tender their outstanding unregistered notes pursuant to the exchange offer.

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

We will only issue exchange notes in exchange for outstanding unregistered notes that you timely and properly tender. You should allow sufficient time to ensure timely delivery of the outstanding unregistered notes, and you should carefully follow the instructions on how to tender your outstanding unregistered 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 is required to notify you of any defects or irregularities relating to your tender of notes.

The holders of outstanding unregistered notes that do not exchange them pursuant to this exchange offer will continue to be subject to restrictions on the transfer of the outstanding unregistered notes because the issuance of the outstanding unregistered 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 unregistered notes under the Securities Act. To the extent that we exchange outstanding unregistered notes as a result of this exchange offer, the ability to trade untendered outstanding unregistered notes may be adversely affected.

USE OF PROCEEDS

We will receive no proceeds from the issuance of the exchange notes. On February 26, 2018, we redeemed at par all of our outstanding $175 million 4.50% Senior Notes due 2018 plus accrued and unpaid interest to the redemption date. We funded this redemption by borrowing $175 million under our revolving credit facility. As of February 28, 2018, we had outstanding borrowings under the revolving credit facility of $250 million. We used the net proceeds from the offering of the outstanding unregistered notes to repay outstanding borrowings under our revolving credit facility.

DESCRIPTION OF THE EXCHANGE NOTES

As used below in this "Description of the Exchange Notes" section, the term '**Issuer**" means Meritage Homes Corporation, a Maryland corporation, and its successors, but not any of its subsidiaries. The Issuer is offering to exchange up to $200 million aggregate principal amount of its registered 6.00% Senior Notes due 2025 (the "**exchange notes**"), for the identical aggregate principal amount of its outstanding unregistered 6.00% Senior Notes due 2025, which were issued on March 16, 2018 (the "**outstanding unregistered notes**").

On June 2, 2015, the Issuer previously issued $200,000,000 aggregate principal amount of our 6.00% Senior Notes due 2025 under an indenture, dated as of June 2, 2015 (the "**indenture**"), between the Issuer, its subsidiary guarantors and Wells Fargo Bank, National Association, as trustee, and subsequently exchanged such notes for $200,000,000 aggregate principal amount of registered notes issued under the indenture (the "**existing registered notes**"). The outstanding unregistered notes were issued as Additional Notes (as defined below) under the indenture and, together with the existing registered notes, are treated as a single class of notes under the indenture. Immediately after the issuance of the outstanding unregistered notes, the Issuer had $400,000,000 aggregate principal of its 6.00% Senior Notes due 2025 outstanding. As used in this "Description of the Exchange Notes," the terms "**Notes**" and "**notes**" include the existing registered notes, the exchange notes and any Additional Notes issued.

Because the outstanding unregistered notes were subject to transfer restrictions upon issuance, the outstanding unregistered notes were identified by different CUSIP numbers than those for the existing registered notes and will trade separately from the existing registered notes until the outstanding unregistered notes are exchanged for the exchange notes offered hereby.

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. The 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 June 1, 2025. The notes will bear interest at 6.00% per annum, payable on June 1 and December 1 of each year, to Holders of record at the close of business on May 15 or November 15, as the case may be, immediately preceding the relevant interest payment date, whether or not a business day. Interest on the notes will accrue from and including December 1, 2017 and the first interest payment date for the notes will be June 1, 2018. 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 additional notes having identical terms and conditions to the notes being issued in this offering ("**Additional Notes**"). The outstanding unregistered notes issued under the indenture are Additional Notes to the existing registered notes the Issuer previously issued on June 2, 2015. Immediately after the issuance of the outstanding unregistered notes, the Issuer had $400,000,000 aggregate principal of its 6.00% Senior Notes due 2025 outstanding. Any other 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 this "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 — Restrictions on Secured Debt."

NOTE GUARANTEES

The Issuer's obligations under the notes and the indenture will be fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by each Guarantor.

As of the date of the issuance of the notes offered by this offering memorandum, all of our Subsidiaries will be Guarantors (except for Buckeye Land, L.L.C., Arcadia Ranch, L.L.C. and Sundance Buckeye, LLC).
However, our future Financial 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

Prior to March 1, 2025, 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%).

On or after March 1, 2025, we may redeem any or all of the notes at any time at a redemption price equal to 100% of the principal amount of the notes being redeemed plus accrued and unpaid interest on the notes to the redemption date.

In each case, 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.

Any redemption or notice of redemption may, in the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent, including the occurrence of a Change of Control, and any redemption date may be delayed in order to fulfill any such condition precedent by a notice delivered in writing to the trustee

"**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 J.P. Morgan Securities LLC 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, pro rata, 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 Rule14e-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 of 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 toNon- 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.

The Issuer shall deliver to the trustee on or prior to the consummation of a transaction proposed pursuant to clause 1(b) of the first or second paragraph of this section above an officer's certificate and an opinion of counsel stating that the proposed transaction and such supplemental indenture comply with the indenture and constitutes the legal, valid and binding obligation of the Issuer, enforceable against it in accordance with its terms.

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 Restricted 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 enforceable against it 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) $30 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) $25 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 against loss, liability or expense 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 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 rights and powers vested in it by the indenture, to use the degree of care and skill of a prudent person in the same 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 June 2, 2015.

"**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 and any registration rights agreement related to Additional Notes entered into after the Issue Date.

"**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 RegulationS-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.

“**Trust Indenture Act**” means the Trust Indenture Act of 1939, as amended.

“**Unrestricted Subsidiary**” means a Subsidiary designated by the Issuer (evidenced by resolutions of the board of directors of the Issuer and an officer’s certificate, 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 (i) $20 million or (ii) such lesser amount as may be applicable to the corresponding investment limitation 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 (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) (the “**Investment Basket**”); *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 and an officers’ certificate, delivered to the trustee certifying compliance with this definition) and causes such Subsidiary to comply with provisions set forth under the covenant “Certain Covenants — 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 Investment Basket (up to a maximum amount of (i) $20 million or (ii) such lesser amount as may be applicable to the corresponding investment limitation 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). 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 unregistered notes on March 16, 2018 to the initial purchasers, who resold the outstanding unregistered 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 unregistered 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 unregistered notes with the exchange notes within 45 days after the outstanding unregistered 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 180 days after the outstanding unregistered 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 unregistered notes who do not tender their outstanding unregistered notes or whose outstanding unregistered 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 unregistered notes.

Based on interpretations by the staff of the SEC set forth inno-action letters issued to persons unrelated to us, we believe the exchange notes issued pursuant to the exchange offer in exchange for outstanding unregistered 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 unregistered 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 unregistered 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, promptly following expiration of the exchange offer, we will issue exchange notes in exchange for all outstanding unregistered 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 unregistered notes for which they are exchanged. Holders may tender some or all of their outstanding unregistered notes in response to the exchange offer.

However, outstanding unregistered 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 unregistered 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 unregistered notes will no longer be, entitled to rights under the registration rights agreement intended for holders of unregistered securities.

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

Holders who tender outstanding unregistered 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 •, 2018, 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, including the waiver of a material condition, we will promptly disclose the amendment in a prospectus supplement that will be distributed to the registered holders and we will extend the offer period if necessary so that at least five business days remain in the offer following notice of the material change.

Interest on Exchange Notes

The exchange notes will bear interest at 6.00% per year from and including December 1, 2017. Interest on the exchange notes will be payable twice a year, on June 1 and December 1, beginning June 1, 2018. In order to avoid duplicative payment of interest, all interest accrued on outstanding unregistered notes that are accepted for exchange before June 1, 2018 will be superseded by the interest that is deemed to have accrued on the exchange notes from March 16, 2018 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 45th calendar day following the date of original issue of the outstanding unregistered notes; (2) the exchange offer registration statement has not been declared effective on or prior to the 105th calendar day following the date of original issue of the outstanding unregistered notes, or (3) the exchange offer is not consummated on or prior to the 165th day following the date of original issue of the outstanding unregistered notes (each event referred to in clauses (1) through (3) above being a "registration default"), the interest rate borne by the outstanding unregistered 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 unregistered 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 unregistered notes will no longer be, entitled to rights under the registration rights agreement intended for holders of outstanding unregistered 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 unregistered 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 165 days after the original issue date of the outstanding unregistered 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 unregistered notes so requests 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 unregistered 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 unregistered notes were issued in book-entry form, and all of the outstanding unregistered notes are currently represented by global certificates held for the account of DTC. We have confirmed with DTC that the outstanding unregistered 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 unregistered 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 unregistered 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 unregistered 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 unregistered notes by a holder will constitute an agreement by the holder to transfer the outstanding unregistered 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 unregistered 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 unregistered 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 unregistered 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 unregistered notes, without being required to waive the same defects, irregularities or conditions as to other outstanding unregistered 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 unregistered 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 unregistered notes, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tenders of outstanding unregistered notes will not be deemed to have been made until all defects and irregularities have been cured or waived. Any outstanding unregistered 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, promptly following the expiration date.

We have the right (subject to limitations contained in the indenture) (1) to purchase or make offers for any outstanding unregistered notes that remain outstanding after the expiration date and (2) to the extent permitted by applicable law, to purchase outstanding unregistered 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 unregistered notes acquired directly from us or an affiliate of ours, 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 unregistered 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 unregistered 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 unregistered notes and return all tendered outstanding unregistered notes to the tendering holders, (2) extend the exchange offer and retain all outstanding unregistered notes tendered prior to the expiration of the exchange offer, subject, however, to the rights of holders to withdraw such outstanding unregistered notes (see “— Withdrawal of Tenders”), (3) waive such unsatisfied conditions with respect to the exchange offer and accept all properly tendered outstanding unregistered 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 unregistered 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 unregistered notes tendered, stating that the tender is being made by that notice of guaranteed delivery, and guaranteeing that, within two 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 two 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 unregistered 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 unregistered notes to be withdrawn, (2) identify the outstanding unregistered notes to be withdrawn (including the principal amounts of the outstanding unregistered notes), (3) specify the name in which the withdrawn outstanding unregistered 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 unregistered 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 unregistered notes unless they are validly re-tendered. Any outstanding unregistered 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 unregistered 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. Solicitations may be made by mail, electronic transmission, 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 unregistered 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 unregistered notes for exchange notes pursuant to the exchange offer. If, however, exchange notes or outstanding unregistered 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 unregistered notes tendered, or if tendered outstanding unregistered 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 unregistered 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 unregistered notes, or to return outstanding unregistered 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 Unregistered Notes

If a holder does not exchange outstanding unregistered notes for exchange notes in response to the exchange offer, the outstanding unregistered notes will continue to be subject to the restrictions on transfer described in the legend on the certificate evidencing the outstanding unregistered notes, and will not have the benefit of any agreement by us to register outstanding unregistered 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 unregistered notes. Holders of outstanding unregistered 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 unregistered 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:

WELLS FARGO BANK, NATIONAL ASSOCIATION
Attention: Bondholder Communications
MAC N9300-070
600 South Fourth Street
Minneapolis, MN 55479

By Facsimile:

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

By Electronic Mail:

bondholdercommunications@wellsfargo.com

For Information or Confirmation by
Telephone: (800) 344-5128

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

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion describes material 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, all as of the date hereof. 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 discussion. 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 discussion assumes, that the outstanding unregistered notes are held (and the exchange notes will be held) as capital assets within the meaning of section 1221 of the Code. This discussion 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 discussion also does not address any aspects of United States federal tax law other than income tax law, such as 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:

- banks, thrifts, and other financial institutions;
- insurance companies;
- tax-exempt entities;
- regulated investment companies and real estate investment trusts;
- U.S. expatriates;
- non-U.S. trusts and estates with U.S. beneficiaries;
- dealers in securities or currencies;
- traders in securities that elect to use a mark-to-market method of accounting;
- persons holding notes as a hedge against currency risks or as a position in a straddle;
- persons subject to alternative minimum tax;
- U.S. holders (as defined below) that hold their notes through non-U.S. brokers or other non-U.S. intermediaries; and
- U.S. holders whose functional currency is not the United States dollar.

United States tax federal income 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 federal income tax consequences to them associated with the exchange offer as well as the ownership and disposition by such entity of the exchange notes.

HOLDERS OF NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE UNITED STATES FEDERAL, STATE, LOCAL, NON-U.S. AND OTHER TAX LAWS TO THEIR PARTICULAR SITUATION AND THE TAX CONSEQUENCES ARISING FROM (I) THE EXCHANGE OF NOTES FOR EXCHANGE NOTES, AND (II) THE OWNERSHIP AND DISPOSITION OF EXCHANGE NOTES.

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 unregistered notes for exchange notes pursuant to the exchange offer will not constitute a significant modification of the terms of the outstanding unregistered 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 unregistered 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 unregistered notes immediately before the exchange.

Effect of 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 outstanding unregistered notes if, as of the date the outstanding unregistered notes were issued, there is only a remote chance that any such amount will be paid, such amounts (in the aggregate) are 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 subject to U.S. federal income taxation 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 (rather than capital gain) 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.

Pre-issuance accrued stated interest

When initially issued, a portion of the price paid for an unregistered note was allocated to stated interest that accrued prior to the date the unregistered note was purchased (the “**pre-issuance accrued stated interest**”). We intend to take the position that, on the first interest payment date (which may occur subsequent to the exchange of unregistered notes for exchange notes), a portion of the stated interest received in an amount equal to the pre-issuance accrued stated interest will be treated as a return of the pre-issuance accrued stated interest and not as a payment of stated interest on the exchange note. Amounts treated as a return of pre-issuance accrued stated interest should not be taxable when received but should reduce a holder's adjusted tax basis in the exchange note by a corresponding amount.

Amortizable bond premium

A holder who purchased an unregistered note for an amount (excluding any amount attributable to pre-issuance accrued stated interest) that was greater than the unregistered note's stated principal amount will be considered to have purchased the unregistered note with amortizable bond premium. A holder may generally elect to amortize any such premium over the remaining term of the note on a constant yield method as an offset to stated interest that would otherwise be includible in income under such holder's regular accounting method. However, because the exchange notes may be redeemed at a premium prior to maturity, special rules apply that may reduce, eliminate, or defer the amount of amortizable bond premium that a holder may amortize with respect to an exchange note. Any election to amortize bond premium shall apply to all bonds (other than bonds the interest on which is excludable from gross income for U.S. federal income tax purposes) held by the holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the holder, and is irrevocable without the consent of the IRS.

U.S. Holders — Ownership and Disposition of Notes

Stated 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 regular method of accounting for U.S. federal income tax purposes as ordinary interest income.

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, if any, between the amount realized upon such sale or exchange (excluding any amounts attributable to accrued but unpaid stated interest, which will be taxed as ordinary interest income to the extent not previously so taxed) 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, 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. Any capital gain or loss will be long-term capital gain or loss if the U.S. 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 ordinary income. The deductibility of capital losses is subject to certain limitations.

Additional Medicare Surtax

In addition to the U.S. federal income tax imposed on interest income and capital gain (discussed above) certain individuals, estates and trusts whose income exceeds an applicable threshold generally are required to pay a 3.8% Medicare surtax on "net investment income." For these purposes, "net investment income" includes, among other things, interest income and gain from the sale or other disposition in respect of securities like the exchange notes.

Backup Withholding and Information Reporting

We will, where required, report to the U.S. holders of exchange notes and the IRS the amount of any stated 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 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 it 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 exchange 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

Stated Interest

Subject to the discussions of backup withholding and FATCA below, interest received or accrued on the exchange notes by anon-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 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 IRS FormW-8BEN or W-8BEN-E, as applicable, or appropriate substitute form to us or the applicable withholding 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 W-8BEN-E, as applicable (or similar 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 similar 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 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.

Sales or Exchanges of Exchange Notes

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

- The holder's gain on the sale or exchange of the exchange notes is effectively connected with a United States trade or business; or
- The holder is an individual who 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 in generally the same manner as 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 (subject to adjustments). A non-U.S. holder described in the second bullet point will generally be subject to a flat 30% (or lower applicable treaty rate) tax on any 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 and information reporting will generally be required with respect to interest on exchange notes paid to non-U.S. holders unless the beneficial owner of the exchange note certifies its non-U.S. status by providing a statement described above in "Non-U.S. holders — Taxation of Interest" (e.g., IRS Form W-8BEN or W-8BEN-E) or the non-U.S. holder is an exempt recipient and, in each case, the payor does not have actual knowledge or reason to know that the beneficial owner is a United States person.

Information reporting requirements and, depending on the circumstances, backup withholding 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 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 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")

Under FATCA, certain 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 information reporting rules with respect to their U.S. account holders and investors. These 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 information reporting rules will result in a U.S. Federal withholding tax on U.S. source payments made to such foreign payees, whether such foreign payee is the beneficial owner or an intermediary.

A foreign payee that does not comply with the FATCA reporting requirements generally will be subject to a 30% withholding tax with respect to any "withholdable payments" made after certain applicable dates. For this purpose, "withholdable payments" includes, by way of example only, current and future payments of interest and payments of gross proceeds arising from the sale (including a retirement or redemption) of securities, such as the exchange notes for a sale occurring after December 31, 2018. This 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. We will not pay any additional amounts to a holder in respect of amounts withheld pursuant to FATCA. Therefore, if withholding pursuant to FATCA applies, then you will receive less, and in some instances significantly less, than the amount that you would have otherwise received with respect to your exchange notes.

Holders of the exchange notes 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.

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 unregistered 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 105 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 unregistered notes and the exchange notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity and enforceability of the exchange notes and the related guarantees will be passed upon for Meritage by Snell & Wilmer L.L.P., Phoenix, Arizona. In rendering its opinion, Snell & Wilmer L.L.P. will rely upon the opinion of Venable LLP as to all matters governed by the laws of the State of Maryland, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. as to all matters governed by the laws of the State of Florida and Gardere Wynne Sewell LLP regarding all matters governed by the laws of the State of Texas.

EXPERTS

The consolidated financial statements incorporated in this prospectus by reference from Meritage Homes Corporation's Annual Report on Form 10-K for the year ended December 31, 2017 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 Act. 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, 2017	February 12, 2018
Selected portions of our Proxy Statement on Schedule 14A for our 2018 Annual Meeting of Stockholders that are incorporated by reference in Part III of our Annual Report on Form 10-K for the year ended December 31, 2017	March 26, 2018
Current Report on Form 8-K	January 26, 2018
Current Report on Form 8-K	March 2, 2018
Current Report on Form 8-K	March 16, 2018
Current Report on Form 8-K	March 26, 2018

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
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
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.

FINANCIAL STATEMENTS AND SUBSIDIARY GUARANTORS

Each subsidiary guarantor is exempt from Exchange Act reporting pursuant to Rule12h-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. In the event that a guarantor sells or disposes of all of such guarantor's assets, or in the event that we sell or dispose of all of the equity interests in a guarantor, by way of merger, consolidation or otherwise, in each case in accordance with the terms and conditions set forth in the Indenture, then such guarantor will be released and relieved of any obligations under its note guarantee.

$200,000,000

OFFER TO EXCHANGE
$200,000,000 of 6.00% Senior Notes due 2025
and the full and unconditional, joint and several
guarantees thereof by all of our existing subsidiaries
(other than our Unrestricted Subsidiaries)
that have been registered under the Securities Act of 1933

for any and all of our outstanding
$200,000,000 of 6.00% Senior Notes due 2025
and the full and unconditional, joint and several
guarantees thereof by all of our existing subsidiaries
(other than our Unrestricted Subsidiaries)
that have not been registered under the Securities Act of 1933

PROSPECTUS

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 unregistered notes where the outstanding unregistered 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 105 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."

●, 2018

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 in circumstances in which a director was aware, or should have been aware, in the ordinary course of performing his or her duties of the risk of serious injury to the corporation or its shareholders, (5) acts or omissions constituting an unexcused pattern of inattention to the director's duty amounting to abdication of such director's duties, (6) liability under California law relating to related party transactions 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

Although the Beverly-Killea Limited Liability Company Act found at California Code, Title 25 Sections 17000 through 17656, as amended from time to time was repealed and replaced with the California Revised Uniform Limited Liability Company Act, effective January 1, 2014, Section 17713.04(b) of the California Revised Uniform Limited Liability Company Act provides that the Beverly-Killea Limited Liability Company Act governs operating agreements entered into by a limited liability company prior to January 1, 2014.

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 director if the director is wholly successful, on the merits or otherwise, in the 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.

Florida Limited Liability Company Guarantor

Section 605.0408 of the Florida Revised Limited Liability Company Act provides that a Florida limited liability company may indemnify and hold harmless a person with respect to a claim or demand against the person and a debt, obligation, or other liability incurred by the person by reason of the person's former or present capacity as a member or manager if the claim, demand, debt, obligation, or other liability does not arise from: (1) a distribution made by the company where after the distribution either (a) the company would not be able to pay its debts as they become due in the ordinary course of the company's activities and affairs, or (b) the company's total assets would be less than the sum of its total liabilities, plus the amount that would be needed to satisfy certain preferential distribution rights; (2) a breach of the rights of members to manage the company; (3) an improper delegation of rights and powers to manage and control the business and affairs of the company; (4) a breach of the rules and requirements for the selection, terms, and removal of managers in a manager-managed limited liability company; (5) a breach relating to the voting rights of members and managers; (6) a breach relating to the agency rights of members and managers in a limited liability company; or (7) a breach of the standards of conduct for members and managers, including the fiduciary duties of care and loyalty and the obligations of good faith and fair dealing.

The operating agreement of Meritage Homes of Florida Realty LLC, which is a Florida limited liability company, provides that no manager, nor any member, nor any of their respective affiliates shall be liable to the company for actions taken in good faith by such persons in connection with the company or its business; provided that such persons shall in all instances remain liable for acts in breach of the operating agreement or that constitute bad faith, fraud, willful misconduct, or gross negligence. The company, its receiver or trustee shall indemnify, defend, and hold harmless such persons, to the extent of the company's assets (without any obligation or any member to make contributions to the company to fulfill such indemnity), for, from, and against any losses, costs, and expenses incurred by such persons arising out of any claim based upon acts performed or omitted to be performed by such persons in connection with the business of the company; provided that such persons shall not be indemnified for claims based upon acts performed or omitted in material breach of the operating agreement or that constitute bad faith, fraud, willful misconduct, or gross negligence.

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

(a) *Exhibits*:

See the Exhibit Index immediately preceding the signature pages to this registration statement.

(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.

(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 the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) 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.

(7) 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.

(8) 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.

Table of Contents

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 FormS-4 Registration Statement No. 333-15937.
3.1	Restated Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Exhibit 3 ofForm 8-K filed June 21, 2002.
3.1.1	Amendment to Articles of Incorporation of Meritage Homes Corporation	Incorporated by reference to Exhibit 3.1 ofForm 8-K filed 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 ofForm 8-K filed May 10, 2017.
3.3	Articles of Organization of Meritage Paseo Crossing, LLC	Incorporated by reference to Exhibit 3.6 ofForm 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 FormS-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 FormS-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 FormS-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 ofForm 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 FormS-4 Registration Statement No. 333-64538.
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 FormS-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 FormS-4 Registration Statement No. 333-115610.

Table of Contents

Exhibit Number	Description	Page or Method of Filing
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 FormS-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 FormS-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 FormS-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 FormS-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 FormS-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 FormS-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 FormS-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 FormS-4 Registration Statement No. 333-105043.
3.14	Regulations of Meritage Holdings, L.L.C.	Incorporated by reference to Exhibit 3.33 of FormS-4 Registration Statement No. 333-105043.
3.15	Articles of Organization of MTH-Cavalier, LLC	Incorporated by reference to Exhibit 3.38 of FormS-4 Registration Statement No. 333-105043.
3.16	Operating Agreement of MTH-Cavalier, LLC	Incorporated by reference to Exhibit 3.39 of FormS-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 FormS-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 FormS-4 Registration Statement No. 333-109933.
3.18	Operating Agreement of MTH Golf, LLC	Incorporated by reference to Exhibit 3.18 of FormS-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 FormS-4 Registration Statement No. 333-115610.

Table of Contents

Exhibit Number	Description	Page or Method of Filing
3.20	Bylaws of Meritage Homes of Colorado, Inc.	Incorporated by reference to Exhibit 3.44 of FormS-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 FormS-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 FormS-4 Registration Statement No. 333-166972.
3.23	Articles of Incorporation of Meritage Homes of the Carolinas, Inc. (formerly known as Meritage Homes of North Carolina, Inc.)	Incorporated by reference to Exhibit 3.23 of FormS-4 Registration Statement No. 333-181336.
3.24	Bylaws of Meritage Homes of the Carolinas, Inc. (formerly known as Meritage Homes of North Carolina, Inc.)	Incorporated by reference to Exhibit 3.24 of FormS-4 Registration Statement No. 333-181336.
3.25	Articles of Organization of California Urban Homes, LLC	Incorporated by reference to Exhibit 3.44 of FormS-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 FormS-4 Registration Statement No. 333-123661.
3.26.1	First Amendment to the Limited Liability Company Operating Agreement of California Urban Homes, LLC	Incorporated by reference to Exhibit 3.45.1 of FormS-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 FormS-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 FormS-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 FormS-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)	Incorporated by reference to Exhibit 3.29 of FormS-4 Registration Statement No. 333-181336.
3.30	Amended and Restated Company Agreement of Meritage Homes of Texas Joint Venture Holding Company, LLC (formerly known as Hulen Park Venture, LLC)	Incorporated by reference to Exhibit 3.30 of FormS-4 Registration Statement No. 333-181336.
3.31	Articles of Organization of Meritage Homes of Texas, LLC	Incorporated by reference to Exhibit 3.31 of FormS-4 Registration Statement No. 333-166972.
3.32	Operating Agreement of Meritage Homes of Texas, LLC	Incorporated by reference to Exhibit 3.32 of FormS-4 Registration Statement No. 333-166972.

Exhibit Number	Description	Page or Method of Filing
3.33	Articles of Organization of Meritage Homes Operating Company, LLC	Incorporated by reference to Exhibit 3.33 of FormS-4 Registration Statement No. 333-166972.
3.34	Operating Agreement of Meritage Homes Operating Company, LLC	Incorporated by reference to Exhibit 3.34 of FormS-4 Registration Statement No. 333-166972.
3.35	Articles of Organization of WW Project Seller, LLC	Incorporated by reference to Exhibit 3.35 of FormS-4 Registration Statement No. 333-166972.
3.36	Certificate of Formation of Carefree Title Agency, Inc.	Incorporated by reference to Exhibit 3.36 of FormS-4 Registration Statement No. 333-181336.
3.37	Bylaws of Carefree Title Agency, Inc.	Incorporated by reference to Exhibit 3.37 of FormS-4 Registration Statement No. 333-181336.
3.38	Certificate of Formation of M&M Fort Myers Holdings, LLC	Incorporated by reference to Exhibit 3.38 of FormS-4 Registration Statement No. 333-181336.
3.38.1	Certificate of Amendment of M&M Fort Myers Holdings, LLC	Incorporated by reference to Exhibit 3.38.1 of FormS-4 Registration Statement No. 333-219672.
3.39	Limited Liability Company Agreement of M&M Fort Myers Holdings, LLC	Incorporated by reference to Exhibit 3.39 of FormS-4 Registration Statement No. 333-181336.
3.39.1	First Amendment to the Limited Liability Company Agreement of M&M Fort Myers Holdings, LLC	Incorporated by reference to Exhibit 3.39.1 of FormS-4 Registration Statement No. 333-219672.
3.40	Articles of Organization of Meritage Homes of Florida Realty LLC	Incorporated by reference to Exhibit 3.40 of Form S-4 Registration Statement No. 333-187457.
3.41	Operating Agreement of Meritage Homes of Florida Realty LLC	Incorporated by reference to Exhibit 3.41 of Form S-4 Registration Statement No. 333-187457.
3.42	Articles of Incorporation of Meritage Homes of Tennessee, Inc.	Incorporated by reference to Exhibit 3.42 of FormS-4 Registration Statement No. 333-192730.
3.43	Bylaws of Meritage Homes of Tennessee Inc.	Incorporated by reference to Exhibit 3.43 of FormS-4 Registration Statement No. 333-192730.
3.44	Articles of Organization of Meritage Homes of Georgia Realty, LLC	Incorporated by reference to Exhibit 3.44 of FormS-4 Registration Statement No. 333-205192.
3.45	Operating Agreement of Meritage Homes of Georgia Realty, LLC	Incorporated by reference to Exhibit 3.45 of FormS-4 Registration Statement No. 333-205192.

Exhibit Number	Description	Page or Method of Filing
3.46	Articles of Incorporation of Meritage Homes of Georgia, Inc.	Incorporated by reference to Exhibit 3.46 of FormS-4 Registration Statement No. 333-205192.
3.47	Bylaws of Meritage Homes of Georgia, Inc.	Incorporated by reference to Exhibit 3.47 of FormS-4 Registration Statement No. 333-205192.
3.48	Articles of Incorporation of Meritage Homes of South Carolina, Inc.	Incorporated by reference to Exhibit 3.48 of FormS-4 Registration Statement No. 333-205192.
3.49	Bylaws of Meritage Homes of South Carolina, Inc.	Incorporated by reference to Exhibit 3.49 of FormS-4 Registration Statement No. 333-205192.
3.50	Articles of Incorporation of MLC Holdings, Inc. (dba MLC Land Holdings, Inc.)	Incorporated by reference to Exhibit 3.50 of FormS-4 Registration Statement No. 333-205192.
3.51	Bylaws of MLC Holdings, Inc. (dba MLC Land Holdings, Inc.)	Incorporated by reference to Exhibit 3.51 of FormS-4 Registration Statement No. 333-205192.
3.52	Articles of Organization of MTH GA Realty LLC	Incorporated by reference to Exhibit 3.52 of FormS-4 Registration Statement No. 333-205192.
3.53	Operating Agreement of MTH GA Realty LLC	Incorporated by reference to Exhibit 3.53 of FormS-4 Registration Statement No. 333-205192.
3.54	Articles of Organization of MTH Realty LLC (formerly known as Meritage Homes of Arizona Realty LLC)	Incorporated by reference to Exhibit 3.54 of FormS-4 Registration Statement No. 333-205192.
3.54.1	Articles of Amendment of MTH Realty LLC	Incorporated by reference to Exhibit 3.54.1 of FormS-4 Registration Statement No. 333-205192.
3.54.2	Articles of Amendment of MTH Realty LLC	Incorporated by reference to Exhibit 3.54.2 of FormS-4 Registration Statement No. 333-219672.
3.55	Operating Agreement of MTH Realty LLC (formerly known as Meritage Homes of Arizona Realty LLC)	Incorporated by reference to Exhibit 3.55 of FormS-4 Registration Statement No. 333-205192.
3.56	Articles of Organization of MTH SC Realty LLC	Incorporated by reference to Exhibit 3.56 of FormS-4 Registration Statement No. 333-205192.
3.57	Operating Agreement of MTH SC Realty LLC	Incorporated by reference to Exhibit 3.57 of FormS-4 Registration Statement No. 333-205192.
3.58	Articles of Incorporation of MTH Shelf Co., Inc. (formerly known as Meritage Homes of Georgia Realty, Inc.)	Incorporated by reference to Exhibit 3.58 of FormS-4 Registration Statement No. 333-205192.

Exhibit Number	Description	Page or Method of Filing
3.58.1	Articles of Amendment of MTH Shelf Co., Inc.	Incorporated by reference to Exhibit 3.58.1 of FormS-4 Registration Statement No. 333-205192.
3.59	Bylaws of MTH Shelf Co., Inc. (formerly known as Meritage Homes of Georgia Realty, Inc.)	Incorporated by reference to Exhibit 3.59 of FormS-4 Registration Statement No. 333-205192.
4.1	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 ofForm 8-K filed April 14, 2010.
4.1.1	First Supplemental Indenture, dated April 6, 2011 (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.2 ofForm 10-Q for the quarter ended March 31, 2011.
4.1.2	Second Supplemental Indenture, dated February 14, 2012 (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.4.2 of Form10-K for the year ended December 31, 2011.
4.1.3	Third Supplemental Indenture, dated March 7, 2012 (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.5 ofForm 10-Q for the quarter ended March 31, 2012.
4.1.4	Fourth Supplemental Indenture, dated August 21, 2012 (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.3.4 of FormS-4 Registration Statement No. 333-187457.
4.1.5	Agreement of Resignation, Appointment and Acceptance, dated as of September 27, 2012, by and among Meritage Homes Corporation, Wells Fargo Bank, National Association and HSBC Bank USA, National Association (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.1 ofForm 8-K filed October 1, 2012.
4.1.6	Fifth Supplemental Indenture (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.4 ofForm 10-Q for the quarter ended September 30, 2013.
4.1.7	Sixth Supplemental Indenture (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.2.7 of FormS-4 Registration Statement No. 333-192730.
4.1.8	Sixth Supplemental Indenture (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.3 ofForm 10-Q for the quarter ended June 30, 2014.
4.1.9	Seventh Supplemental Indenture (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.4 ofForm 10-Q for the quarter ended June 30, 2014.
4.1.10	Eighth Supplemental Indenture (re 7.15% Senior Notes due 2020)	Incorporated by reference to Exhibit 4.2.10 of Form10-K for the year ended December 31, 2014.
4.2	Indenture, dated April 10, 2012 (re 7.00% Senior Notes due 2022) and Form of 7.00% Senior Notes due 2022	Incorporated by reference to Exhibit 4.1 ofForm 8-K filed April 10, 2012.
4.2.1	First Supplemental Indenture, dated August 21, 2012 (re 7.00% Senior Notes due 2022)	Incorporated by reference to Exhibit 4.4.1 of FormS-4 Registration Statement No. 333-187457.
4.2.2	Second Supplemental Indenture (re 7.00% Senior Notes due 2022)	Incorporated by reference to Exhibit 4.2 ofForm 10-Q for the quarter ended September 30, 2013.

Table of Contents

Exhibit Number	Description	Page or Method of Filing
4.2.3	Third Supplemental Indenture (re 7.00% Senior Notes due 2022)	Incorporated by reference to Exhibit 4.5 ofForm 10-Q for the quarter ended June 30, 2014.
4.2.4	Fourth Supplemental Indenture (re 7.00% Senior Notes due 2022)	Incorporated by reference to Exhibit 4.6 ofForm 10-Q for the quarter ended June 30, 2014.
4.2.5	Fifth Supplemental Indenture (re 7.00% Senior Notes due 2022)	Incorporated by reference to Exhibit 4.3.5 of Form10-K for the year ended December 31, 2014.
4.3	Indenture, dated June 2, 2015 (re 6.00% Senior Notes due 2025), and Form of Note	Incorporated by reference to Exhibit 4.1 ofForm 8-K filed June 2, 2015.
4.4	Registration Rights Agreement, dated March 16, 2018 (re 6.00% Senior Notes due 2025)	Incorporated by reference to Exhibit 10.1 of Form8-K filed March 16, 2018.
4.5	Indenture, dated June 6, 2017 (re 5.125% Senior Notes due 2027), and Form of Note	Incorporated by reference to Exhibit 4.1 ofForm 8-K filed June 6, 2017.
5.1	Opinion of Snell & Wilmer L.L.P. regarding the legality of the securities being registered	Filed herewith.
5.2	Opinion of Venable LLP regarding certain matters	Filed herewith.
5.3	Opinion of Lowndes, Drosdick, Doster, Kantor & Reed, P.A. regarding Meritage Homes of Florida, Inc. and Meritage Homes of Florida Realty, LLC	Filed herewith.
5.4	Opinion of Gardere Wynne Sewell LLP regarding Meritage Holdings, L.L.C., Meritage Homes of Texas Joint Venture Holding Company, LLC and Carefree Title Agency, Inc.	Filed herewith.
10.1	2006 Executive Management Incentive Plan*	Incorporated by reference to Appendix B of the Proxy Statement for the 2014 Annual Meeting of Stockholders.
10.2	Meritage Homes Corporation Amended and Restated 2006 Stock Incentive Plan, as amended*	Incorporated by reference to Appendix A of the Proxy Statement for the 2014 Annual Meeting of Stockholders.
10.2.1	Amendment to the Meritage Homes Corporation Amended and Restated 2006 Stock Incentive Plan*	Incorporated by reference to Appendix of the Proxy Statement for the 2016 Annual Meeting of Stockholders.
10.2.2	Representative Form of Restricted Stock Agreement*	Incorporated by reference to Exhibit 4.9 ofForm S-8 Registration Statement No. 333-166991.
10.2.3	Representative Form of Restricted Stock Agreement (2006 Plan; Executive Officer)*	Incorporated by reference to Exhibit 4.9.1 of FormS-8 Registration Statement No. 333-166991.
10.2.4	Representative Form of Restricted Stock Agreement (2006 Plan; Non-Employee Director)*	Incorporated by reference to Exhibit 4.9.2 of FormS-8 Registration Statement No. 333-166991.
10.2.5	Representative Form of Non-Qualified Stock Option Agreement (2006 Plan)*	Incorporated by reference to Exhibit 4.10 of FormS-8 Registration Statement No. 333-166991.

Table of Contents

Exhibit Number	Description	Page or Method of Filing
10.2.6	Representative Form of Incentive Stock Option Agreement (2006 Plan)*	Incorporated by reference to Exhibit 4.4 ofForm S-8 Registration Statement No. 333-134637.
10.2.7	Representative Form of Stock Appreciation Rights Agreement (2006 Plan)*	Incorporated by reference to Exhibit 4.5 ofForm S-8 Registration Statement No. 333-134637.
10.2.8	Representative Form of Performance Share Award Agreement*	Incorporated by reference to Exhibit 10.9 of Form8-K filed March 28, 2014.
10.2.9	Representative Form of Restricted Stock Unit Agreement*	Incorporated by reference to Exhibit 10.10 of Form8-K filed March 28, 2014.
10.3	Fifth Amended and Restated Employment Agreement between the Company and Steven J. Hilton*	Incorporated by reference to Exhibit 10.1 of Form8-K filed February 17, 2017.
10.3.1	Third Amended and Restated Change of Control Agreement between the Company and Steven J. Hilton*	Incorporated by reference to Exhibit 10.5 of Form8-K filed January 20, 2010.
10.3.2	Second Amendment to Third Amended and Restated Change of Control Agreement for Steven J. Hilton*	Incorporated by reference to Exhibit 10.5 of Form8-K filed March 28, 2014.
10.4	Third Amended and Restated Employment Agreement between the Company and C. Timothy White*	Incorporated by reference to Exhibit 10.2 of Form8-K filed February 17, 2017.
10.4.1	Amended and Restated Change of Control Agreement between the Company and C. Timothy White*	Incorporated by reference to Exhibit 10.7 of Form8-K filed January 20, 2010.
10.4.2	Second Amendment to Third Amended and Restated Change of Control Agreement between the Company and C. Timothy White*	Incorporated by reference to Exhibit 10.7 of Form8-K filed March 28, 2014.
10.5	Employment Agreement between the Company and Philippe Lord*	Incorporated by reference to Exhibit 10.3 of Form8-K filed February 17, 2017.
10.5.1	Amendment to Phillippe Lord Employment Agreement*	Incorporated by reference to Exhibit 10.1 of Form8-K filed May 16, 2017.
10.6	Employment Agreement between the Company and Hilla Sferruzza*	Incorporated by reference to Exhibit 10.4 of Form8-K filed February 17, 2017.
10.7	Employment Agreement between the Company and Javier Feliciano*	Incorporated by reference to Exhibit 10.5 of Form8-K filed February 17, 2017.
10.8	Meritage Homes Corporation Nonqualified Deferred Compensation Plan*	Incorporated by reference to Exhibit 10.1 of Form8-K filed June 10, 2013.
10.9	Form of Meritage Homes Corporation Executive Severance Plan*	Incorporation by reference to Exhibit 10.6 of Form8-K filed February 17, 2017.
10.10	Amended and Restated Credit Agreement, dated as of June 13, 2014	Incorporated by reference to Exhibit 10.1 of Form8-K filed June 16, 2014.
10.10.1	First Amendment to Amended and Restated Credit Agreement	Incorporated by reference to Exhibit 10.1 of Form8-K filed July 10, 2015.
10.10.2	Second Amendment to Amended and Restated Credit Agreement	Incorporated by reference to Exhibit 10.1 of Form8-K filed June 30, 2016.

Exhibit Number	Description	Page or Method of Filing
10.10.3	Third Amendment to Amended and Restated Credit Agreement	Incorporated by reference to Exhibit 10.1 of Form8-K filed May 31, 2017.
10.11	Steve Hilton—Notice of Additional LTI Opportunity and Additional Restricted Stock Unit Award	Incorporated by reference to Exhibit 10.1 of Form8-K filed March 26, 2018.
10.12	Tim White—Notice of Approved 2018 Compensation	Incorporated by reference to Exhibit 10.2 of Form8-K filed March 26, 2018.
10.13	Philippe Lord—Notice of Approved 2018 Compensation	Incorporated by reference to Exhibit 10.3 of Form8-K filed March 26, 2018.
10.14	Hilla Sferruzza—Notice of Approved 2018 Compensation	Incorporated by reference to Exhibit 10.4 of Form8-K filed March 26, 2018.
10.15	Javier Feliciano—Notice of Approved 2018 Compensation	Incorporated by reference to Exhibit 10.5 of Form8-K filed March 26, 2018.
12.1	Calculation of Ratio of Earnings to Total Fixed Charges	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)	Filed herewith.
23.3	Consent of Venable LLP (included in Exhibit 5.2)	Filed herewith.
23.4	Consent of Lowndes, Drosdick, Kantor & Reed, P.A. (included in Exhibit 5.3)	Filed herewith.
23.5	Consent of Gardere Wynne Sewell LLP (included in Exhibit 5.4)	Filed herewith.
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.

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 March 27, 2018.

MERITAGE HOMES CORPORATION

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

Table of Contents

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 the Carolinas, Inc.
Carefree Title Agency, Inc.
M&M Fort Myers Holdings, LLC (7)
Meritage Homes of Florida Realty LLC (8)
Meritage Homes of Georgia Realty, LLC (9)
Meritage Homes of Georgia, Inc.
Meritage Homes of South Carolina, Inc.
Meritage Homes of Tennessee, Inc.
MLC Holdings, Inc. dba MLC Land Holdings, Inc.
MTH GA Realty LLC (9)
MTH Realty LLC (7)
MTH SC Realty LLC (10)
MTH Shelf Co., Inc.

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 and manager
(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 sole member of Meritage Holdings, L.L.C., which is the manager 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 thisco-registrant
(8) Executed by Meritage Homes of Florida, Inc., as manager and sole member
(9) Executed by Meritage Homes of Georgia, Inc., as manager and sole member
(10) Executed by Meritage Homes of South Carolina, Inc., as manager and sole member

Table of Contents

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint Steven J. Hilton, C. Timothy White and Hilla Sferruzza, and each of them, with full power of substitution and full power to act without the other, his or her true and lawful attorney-in-fact and agent to act for him or her in his or her 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)	March 27, 2018
By:	/s/ HILLA SFERRUZZA Hilla Sferruzza	Executive Vice President, Chief Financial Officer and Assistant Secretary (Principal Financial Officer and Principal Accounting Officer)	March 27, 2018
By:	/s/ PETER L. AX Peter L. Ax	Director	March 27, 2018
By:	/s/ RAYMOND OPPEL Raymond Oppel	Director	March 27, 2018
By:	/s/ ROBERT G. SARVER Robert G. Sarver	Director	March 27, 2018
By:	/s/ RICHARD T. BURKE, SR. Richard T. Burke, Sr.	Director	March 27, 2018
By:	/s/ GERALD W. HADDOCK Gerald W. Haddock	Director	March 27, 2018
By:	/s/ DANA BRADFORD Dana Bradford	Director	March 27, 2018
By:	/s/ MICHAEL R. ODELL Michael R. Odell	Director	March 27, 2018
By:	/s/ DEB HENRETTA Deb Henretta	Director	March 27, 2018

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 the Carolinas, Inc.
Carefree Title Agency, Inc.
Meritage Homes of Georgia, Inc.
Meritage Homes of South Carolina, Inc.
Meritage Homes of Tennessee, Inc.
MLC Holdings, Inc. dba MLC Land Holdings, Inc.
MTH Shelf Co., Inc.

	Signature	Title	Date
By:	/s/ STEVEN J. HILTON Steven J. Hilton	Chief Executive Officer and Director (Principal Executive Officer)	March 27, 2018
By:	/s/ HILLA SFERRUZZA Hilla Sferruzza	Executive Vice President, Chief Financial Officer and Assistant Secretary (Principal Financial Officer and Principal Accounting Officer)	March 27, 2018
By:	/s/ C. TIMOTHY WHITE C. Timothy White	Director	March 27, 2018

ON BEHALF OF THE FOLLOWING INCORPORATED CO-REGISTRANT:

Name of Co-Registrant

Meritage Homes of Florida, Inc.

By:	/s/ HILLA SFERRUZZA Hilla Sferruzza	Director	March 27, 2018

Table of Contents

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
Meritage Homes of Florida Realty LLC
Meritage Homes of Georgia Realty, LLC
MTH GA Realty LLC
MTH Realty LLC
MTH SC Realty 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 Holdings, L.L.C.
Meritage Homes Construction, Inc.
Meritage Homes of Arizona, Inc.
Meritage Paseo Crossing, LLC
Meritage Homes of Florida, Inc.
Meritage Homes of Georgia, Inc.
Meritage Homes of South Carolina, Inc.

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., Meritage Homes of Texas Holding, Inc., Meritage Homes of Florida, Inc., Meritage Homes of Georgia, Inc., and Meritage Homes of South Carolina, Inc. (Principal Executive Officer)	March 27, 2018

Table of Contents

Signature	Title	Date
By: /s/ HILLA SFERRUZZA Hilla Sferruzza	Executive Vice President, Chief Financial Officer and Assistant Secretary of each of: Meritage Homes Construction, Inc., Meritage Homes of Arizona, Inc., Meritage Homes of California, Inc., Meritage Homes of Texas Holding, Inc. Meritage Homes of Florida, Inc., Meritage Homes of Georgia, Inc., and Meritage Homes of South Carolina, Inc. (Principal Financial Officer and Principal Accounting Officer)	March 27, 2018
By: /s/ C. TIMOTHY WHITE C. Timothy White	Director Meritage Homes Construction, Inc., Meritage Homes of Arizona, Inc., Meritage Homes of California, Inc., Meritage Homes of Texas Holding, Inc., Meritage Homes of Florida, Inc., Meritage Homes of Georgia, Inc., and Meritage Homes of South Carolina, Inc.	March 27, 2018
By: /s/ HILLA SFERRUZZA Hilla Sferruzza	Director Meritage Homes of Florida, Inc.	March 27, 2018

Exhibit 5.1

March 27, 2018

Meritage Homes Corporation
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260

Each of the subsidiaries of Meritage Homes Corporation listed on Schedule I attached hereto c/o
Meritage Homes Corporation
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260

Re: Exchange Offer relating to the 6.00% Senior Notes due 2025

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 $200 million in principal amount of its 6.00% Senior Notes due 2025 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 new outstanding unregistered 6.00% Senior Notes due 2025 (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 June 2, 2015, by and among the Company, the Guarantors named therein, 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 the 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 their 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.

(v) Insofar as the opinions expressed herein relate to or are dependent upon matters governed by (i) the respective laws of the State of Florida, we have relied upon the opinions of Lowndes, Drosdick, Doster, Kantor & Reed, P.A., (ii) the respective laws of the State of Maryland, we have relied upon the opinion of Venable LLP, and (iii) the respective laws of the State of Texas, we have relied upon the opinion of Gardere Wynne Sewell LLP, each dated the date hereof and our opinions are subject to the qualifications, assumptions, limitations and exceptions set forth therein.

We hereby consent to the filing of this 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

Guarantors

Subsidiary	Jurisdiction of Incorporation or Formation
1.Meritage Paseo Crossing, LLC	Arizona
2.Meritage Paseo Construction, LLC	Arizona
3.Meritage Homes of Arizona, Inc.	Arizona
4.Meritage Homes Construction, Inc.	Arizona
5.Meritage Homes of Texas Holding, Inc.	Arizona
6.Meritage Homes of California, Inc.	California
7.Meritage Homes of Texas Joint Venture Holding Company, LLC	Texas
8.Meritage Holdings, L.L.C.	Texas
9.Meritage Homes of Nevada, Inc.	Arizona
10.MTH-Cavalier, LLC	Arizona
11.MTH Golf, LLC	Arizona
12.Meritage Homes of Colorado, Inc.	Arizona
13.Meritage Homes of Florida, Inc.	Florida
14.California Urban Homes, LLC	California
15.Meritage Homes of Texas, LLC	Arizona
16.Meritage Homes Operating Company, LLC	Arizona
17.WW Project Seller, LLC	Arizona
18.Meritage Homes of the Carolinas, Inc.	Arizona
19.Carefree Title Agency, Inc.	Texas
20.M&M Fort Myers Holdings, LLC	Delaware
21.Meritage Homes of Florida Realty LLC	Florida
22.Meritage Homes of Tennessee, Inc.	Arizona
23.Meritage Homes of South Carolina, Inc.	Arizona
24.MTH Realty LLC	Arizona
25.Meritage Homes of Georgia, Inc.	Arizona
26.MTH GA Realty LLC	Arizona
27.MTH SC Realty LLC	Arizona
28.MTH Shelf Co., Inc.	Arizona
29.MLC Holdings, Inc. dba MLC Land Holdings, Inc.	Arizona
30.Meritage Homes of Georgia Realty, LLC	Arizona

March 27, 2018

Meritage Homes Corporation
8800 East Raintree Drive
Suite 300
Scottsdale, Arizona 85260

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have served as Maryland counsel to Meritage Homes Corporation, a Maryland corporation (the "Company"), in connection with certain matters of Maryland law arising out of the issuance of up to $200,000,000 aggregate principal amount of the Company's 6.00% Senior Notes due 2025 (the "Exchange Notes"), covered by the above-referenced Registration Statement (the "Registration Statement"), to be filed by the Company with the United States Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "1933 Act"), on or about the date hereof. The Exchange Notes are issuable upon exchange of the Company's outstanding 6.00% Senior Notes due 2025 (the "Original Notes"), as described in the Registration Statement.

In connection with our representation of the Company, and as a basis for the opinion hereinafter set forth, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (collectively, the "Documents"):

1. The Registration Statement, substantially in the form to be filed by the Company with the Commission;

2. The charter of the Company, certified by the State Department of Assessments and Taxation of Maryland (the "SDAT");

3. The Bylaws of the Company, certified as of the date hereof by an officer of the Company;

4. A certificate of the SDAT as to the good standing of the Company, dated as of a recent date;

5. Resolutions (the "Resolutions") adopted by the Board of Directors of the Company relating to the authorization of the issuance of the Exchange Notes, certified as of the date hereof by an officer of the Company;

6. A certificate executed by an officer of the Company, dated as of the date hereof; and

7. Such other documents and matters as we have deemed necessary or appropriate to express the opinion set forth below, subject to the assumptions, limitations and qualifications stated herein.

In expressing the opinion set forth below, we have assumed the following:

1. Each individual executing any of the Documents, whether on behalf of such individual or another person, is legally competent to do so.

2. Each individual executing any of the Documents on behalf of a party (other than the Company) is duly authorized to do so.

3. Each of the parties (other than the Company) executing any of the Documents has duly and validly executed and delivered each of the Documents to which such party is a signatory, and such party's obligations set forth therein are legal, valid and binding and are enforceable in accordance with all stated terms.

4. All Documents submitted to us as originals are authentic. The form and content of all Documents submitted to us as unexecuted drafts do not differ in any respect relevant to this opinion from the form and content of such Documents as executed and delivered. All Documents submitted to us as certified or photostatic copies conform to the original documents. All signatures on all such Documents are genuine. All public records reviewed or relied upon by us or on our behalf are true and complete. All representations, warranties, statements and information contained in the Documents are true and complete. There has been no oral or written modification of or amendment to any of the Documents, and there has been no waiver of any provision of any of the Documents, by action or omission of the parties or otherwise.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications stated herein, it is our opinion that:

1. The Company is a corporation duly incorporated and existing under and by virtue of the laws of the State of Maryland and is in good standing with the SDAT.

2. The issuance of the Exchange Notes has been duly authorized and, when and if issued and delivered by the Company in exchange for the Original Notes pursuant to the Resolutions and otherwise in accordance with the Registration Statement, the Exchange Notes will be validly issued.

The foregoing opinion is limited to the laws of the State of Maryland and we do not express any opinion herein concerning any other law. We express no opinion as to compliance with, or the applicability of, federal or state securities laws, including the securities laws of the State of Maryland.

The opinion expressed herein is limited to the matters specifically set forth herein and no other opinion shall be inferred beyond the matters expressly stated. We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

This opinion is being furnished to you for submission to the Commission as an exhibit to the Registration Statement. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the 1933 Act.

Very truly yours,

/s/ Venable LLP

Exhibit 5.3

March 26, 2018

Meritage Homes Corporation
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260

Re: Exchange Offer relating to the 6.00% Senior Notes due 2025

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 to Exhibit 5.1 of the Registration Statement (collectively, the "Guarantors"), up to an aggregate of $200,000,000 in principal amount of the Company's 6.00% Senior Notes due 2025 that have been registered under the Securities Act of 1933, as amended, and such notes (the "Exchange Notes"), for a like principal amount of the Company's new outstanding unregistered 6.00% Senior Notes due 2025 (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 June 2, 2015, by and among the Company, the Guarantors, and Wells Fargo Bank, National Association, as trustee (the "Indenture").

In connection with the transactions contemplated by the Registration Statement, we have acted as counsel to two of the Guarantors, Meritage Homes of Florida, Inc., a Florida corporation ("Meritage Florida"), and Meritage Homes of Florida Realty, LLC, a Florida limited liability company ("Meritage Florida Realty"), for the limited purpose of rendering this opinion on certain matters of Florida law.

In rendering this opinion, we have examined originals or copies of such limited liability company or corporate records of Meritage Florida and Meritage Florida Realty and such other documents as we consider necessary or advisable for the purpose of rendering the opinions set forth below. We have not independently established any of the facts stated therein, and we have assumed, without investigation or verification, the accuracy of the statements or other information contained therein. Except for reviewing the records of the Florida Department of State and except as otherwise described above, we have not conducted any search or review of any index, docket or other record of any governmental authority.

For purposes of rendering the opinions set forth below, we have further assumed, without independent verification of any kind, (a) that the signatures of all persons signing all documents we have examined are genuine; (b) the legal capacity of all natural persons; (c) that all documents submitted to us as copies, whether certified or not, conform to authentic original documents.

Based upon and subject to the foregoing and the further qualifications and limitations set forth below, and as a result of our consideration of such questions of law as we deem relevant, we are of the opinion, as of the date hereof, that:

1. Meritage Florida has all requisite corporate power and authority, and as the sole member and as manager of Meritage Florida Realty, has all requisite corporate power and authority on behalf of Meritage Florida Realty, to execute and deliver the guarantees to be endorsed on the Exchange Notes by Meritage Florida and Meritage Florida Realty.

2. Meritage Florida, on its own behalf and as the sole member and as a manager of Meritage Florida Realty, has duly authorized the execution, delivery, and performance of the guarantees to be endorsed on the Exchange Notes by Meritage Florida and Meritage Florida Realty.

We are licensed to practice law in the State of Florida. The opinions set forth herein are based solely on, and are limited in all respects to, the substantive laws of the State of Florida in force and effect on the date hereof, except that we express no opinion regarding Florida securities laws with respect to the transactions contemplated by the Registration Statement. We express no opinion as to matters governed by the laws of any other state or jurisdiction, including federal laws. We assume no obligation to supplement this opinion if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein after the date hereof.

This opinion may be relied upon by Snell & Wilmer, L.L.P. in connection with giving its separate opinion in connection with the Registration Statement.

Very truly yours,

LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.

By: /s/ JAMES J. HOCTOR
James J. Hoctor, Vice President

Exhibit 5.4

March 27, 2018

Meritage Homes Corporation
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260

Each of the Texas Guarantors (as defined herein)
c/o Meritage Homes Corporation
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260

RE: Guarantee of Texas Guarantors in Exchange Offer Relating to 6.00% Senior Notes due 2025

Ladies and Gentlemen:

At the request of Meritage Homes Corporation, a Maryland corporation (the "***Issuer***"), we have acted as special Texas counsel to the Texas Guarantors (as defined below) in connection with the Notation of Guarantee under which the Texas Guarantors will jointly and severally guarantee (the ***"Guarantee"***) the payment of an aggregate $200 million in principal amount of the Issuer's 6.00% Senior Notes due 2025 (the***"Exchange Notes"***) subject to the Exchange Offer (as defined below) registered under the Securities Act of 1933, as amended (the ***"Securities Act"***), pursuant to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission (the***"SEC"***) by the Issuer (including amendments and exhibits thereto, the ***"Registration Statement"***). The ***"Exchange Offer"*** is the proposed offer to exchange the Exchange Notes, with the Guarantee and the guarantee of other subsidiaries of the Issuer identified as the "Guarantors" under the Indenture (as defined below) (the ***"Guarantors"***), for a like principal amount of the Issuer's outstanding 6.00% Senior Notes due 2025 issued on March 16, 2018 (the ***"Outstanding Notes"***), with the related guarantee of the Outstanding Notes by the Texas Guarantors and the other Guarantors (the ***"Outstanding Guarantee"***). The Outstanding Notes were issued, and the Exchange Notes will be issued, pursuant to an Indenture dated as of June 2, 2015, by and among the Issuer, the Guarantors and Wells Fargo Bank, National Association, as Trustee (the ***"Indenture"***).

The "***Texas Guarantors***" are, collectively, Meritage Holdings, L.L.C., a Texas limited liability company (acting for and on behalf of itself and not as a general partner or in any other capacity acting for or on behalf of any other entity) ("***Meritage Holdings***"), Meritage Homes of Texas Joint Venture Holding Company, LLC, a Texas limited liability company ("***Meritage Homes***"), and Carefree Title Agency, Inc., a Texas corporation ("***Carefree Title***").

In rendering the opinions expressed below, we have examined the following:

(a) the Indenture;

(b) the Outstanding Notes and the Outstanding Guarantee delivered under the Purchase Agreement dated as of March 2, 2018, to the "Initial Purchasers" named therein;

(c) the form of the Exchange Notes;

(d) the form of the Guarantee;

(e) the Registration Statement as filed with the SEC as of the date hereof;

(f) copies, certified or otherwise authenticated, of the constituent or governing documents of each Texas Guarantor;

(g) a copy of all of the resolutions adopted by or on behalf of each Texas Guarantor authorizing its execution and delivery of the Guarantee, certified as being in effect as of the date hereof by an officer of each Texas Guarantor;

(h) (i) certificates of the Secretary of State of the State of Texas, each dated as of a recent date, with respect to the status of each Texas Guarantor as a limited liability company or for-profit corporation, as applicable, existing under the laws of the State of Texas; and (ii) the Franchise Tax Account Status available for each Texas Guarantor on the website of the Comptroller of Public Accounts of the State of Texas as of a recent date, stating that the right of such Texas Guarantor to transact business in Texas is "active" (collectively, the "***Texas Governmental Information***"); and

(i) certificates as to various factual matters, each dated as of the date hereof, with respect to the Texas Guarantors, each executed by an officer of such Texas Guarantor.

The "***Note Documents***" are, collectively, the Indenture, the Exchange Notes, and the Guarantee.

In addition, we have examined originals or copies of such limited liability company or corporate records of the Texas Guarantors and such other documents as we consider necessary or advisable for the purpose of rendering the opinions set forth below. We have not independently established any of the facts stated therein, and we have assumed, without investigation or verification, the accuracy of the statements or other information contained therein. Except for obtaining or reviewing the Texas Governmental Information, we have not conducted any search or review of any index, docket or other record of any governmental authority.

For purposes of rendering the opinions set forth below, we have further assumed, with your permission and without independent verification of any kind: (a) that the signatures of all persons signing all of the executed documents we have examined are genuine; (b) the legal capacity of all natural persons; (c) that all documents submitted to us as originals or duplicate originals are authentic and complete; (d) that all documents submitted to us as copies, whether certified or not, conform to authentic original documents; and (e) that each item of the Texas Governmental Information on which we have relied that is dated earlier than the date hereof continues to remain accurate from that date through and including the date hereof.

Based upon the foregoing, and subject to the exceptions, limitations and qualifications set forth below, we are of the opinion that:

1. Each of the Texas Guarantors is a limited liability company or a for-profit corporation, as applicable, validly existing and in good standing under the laws of the State of Texas.

2. Each of the Texas Guarantors has all requisite limited liability company or corporate power and authority, as applicable, to execute, deliver and perform its obligations under the Guarantee. Each of the Texas Guarantors has duly authorized its execution, delivery and performance of the Guarantee.

The opinions expressed above also are subject to the following exceptions, limitations and qualifications:

A. The opinion expressed in Paragraph 1 above regarding each Texas Guarantor is rendered solely on the basis of the Texas Governmental Information.

B. We have assumed that (i) the Note Documents are the legal, valid, binding and enforceable obligations of each of the parties thereto, including (without limitation) the Texas Guarantors (though we do not assume any matter addressed in our opinions expressed above regarding the Guarantee), (ii) the representations and warranties with respect to factual matters and other statements of fact of the parties, including (without limitation) the Texas Guarantors, in the Note Documents are accurate and (iii) there are no agreements between any parties to the Note Documents that would alter the agreements set forth in the Note Documents, as applicable.

C. We have assumed that adequate and legally sufficient consideration has been given in exchange for the obligations incurred pursuant to the Note Documents, as applicable, and that the parties thereto (including, without limitation, the Texas Guarantors) have received reasonably equivalent value for their obligations under the Note Documents, as applicable.

D. The opinions expressed herein are limited to the current state laws and regulations of the State of Texas. We assume no responsibility as to the applicability or the effect of any other laws or regulations, including (without limitation) any of the federal laws or regulations of the United States of America.

E. The opinions expressed herein are limited to the matters specifically addressed, and no opinion is implied or may be inferred beyond the matters so specifically addressed.

F. The opinions expressed herein are rendered only as of the date hereof.

This opinion letter is for your benefit and use in connection with the Registration Statement and may be relied upon by your counsel, Snell & Wilmer L.L.P., for the purpose of giving its Exhibit 5.1 legal opinion in connection with the Registration Statement.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and its incorporation by reference and to the reference to our Firm in the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required by Section 7 of the Securities Act.

Very truly yours,

GARDERE WYNNE SEWELL LLP

By: /s/ RICHARD A. TULLI
Richard A. Tulli, Of Counsel

Exhibit 12.1

Meritage Homes Corporation
Calculation of Ratio of Earnings to Total Fixed Charges

(Dollars in thousands)

	Year Ended December 31,				
	2017	2016	2015	**2014**	**2013**
Income from continuing operations before income taxes and minority interest	247,519	218,060	189,464	208,417	177,672
Income from equity method investees	(15,959)	(19,042)	(12,759)	(10,422)	(12,805)
	231,560	**199,018**	**176,705**	**197,995**	**164,867**
Add/(deduct):					
+ Fixed Charges	82,278	72,952	69,753	60,541	53,285
+ Amortization of Capitalized Interest	64,824	58,182	44,435	32,143	24,668
+ Distributed income of equity method investees	15,337	16,959	12,650	11,613	13,013
- Interest capitalized	(75,192)	(65,176)	(51,577)	(53,211)	(36,060)
Earnings available for fixed charges	**318,807**	**281,935**	**251,966**	**249,081**	**219,773**
Fixed Charges:					
Interest and other financial charges expensed and capitalized	79,045	70,348	67,542	58,374	51,152
Interest factor attributed to rentals (a)	3,233	2,604	2,211	2,167	2,133
Fixed Charges	**82,278**	**72,952**	**69,753**	**60,541**	**53,285**
Ratio of earnings to fixed charges (b)	3.9x	3.9x	3.6x	4.1x	4.1x

(a) The interest factor attributable to rentals consists ofone-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.

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 the Carolinas, Inc.
Arizona	Meritage Homes of Tennessee, Inc.
Arizona	MLC Holdings, Inc.
Arizona	Meritage Homes of Georgia, Inc.
Arizona	Meritage Homes of Georgia Realty, LLC
Arizona	MTH GA Realty, LLC
Arizona	Meritage Homes of South Carolina, Inc.
Arizona	MTH SC Realty LLC
Arizona	Buckeye Land, L.L.C.
Arizona	Arcadia Ranch, L.L.C.
Arizona	Sundance Buckeye, LLC
Arizona	MTH Realty LLC
Arizona	MTH Shelf Co., Inc.
California	Meritage Homes of California, Inc.
California	California Urban Homes, LLC
Florida	Meritage Homes of Florida, Inc.
Florida	Meritage Homes of Florida Realty LLC
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 Holdings, LLC

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on FormS-4 of our reports dated February 12, 2018, 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, 2017, and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ DELOITTE & TOUCHE LLP

Phoenix, Arizona

March 27, 2018

Exhibit 25.1

UNITED STATES
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.)
8800 East Raintree Drive, Suite 300 **Scottsdale, Arizona** (Address of principal executive offices)	**85260** (Zip code)

Name of Each Co-Registrant	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification No.	Address of Principle Executive Offices
California Urban Homes, LLC	California	20-2707345	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Holdings, L.L.C.	Texas	42-1732552	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes Construction, Inc.	Arizona	86-1028847	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of Arizona, Inc.	Arizona	86-1028848	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of California, Inc.	California	86-0917765	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of Colorado, Inc.	Arizona	20-1091787	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of Florida, Inc.	Florida	59-1107583	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of Nevada, Inc.	Arizona	43-1976353	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of Texas Holding, Inc.	Arizona	86-0875147	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of Texas Joint Venture Holding Company, LLC	Texas	75-2771799	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of Texas, LLC	Arizona	65-1308131	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes Operating Company, LLC	Arizona	65-1308133	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Paseo Crossing, LLC	Arizona	86-1006497	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Paseo Construction, LLC	Arizona	86-0863537	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260

MTH-Cavalier, LLC	Arizona	86-0863537	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
MTH Golf, LLC	Arizona	56-2379206	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
WW Project Seller, LLC	Arizona	86-1006497	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of the Carolinas, Inc.	Arizona	27-5411983	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Carefree Title Agency, Inc.	Texas	45-3742536	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
M&M Fort Myers Holdings, LLC	Delaware	26-3996740	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of Florida Realty LLC	Florida	59-1107583	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of South Carolina, Inc.	Arizona	46-5709345	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
MTH Realty LLC	Arizona	86-1006497	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of Georgia, Inc.	Arizona	47-1171110	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
MTH GA Realty LLC	Arizona	47-1171110	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
MTH SC Realty LLC	Arizona	46-5709345	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
MTH Shelf Co., Inc.	Arizona		8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
MLC Holdings, Inc. dba MLC Land Holdings, Inc.	Arizona	47-1967950	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260
Meritage Homes of Georgia Realty, LLC	Arizona	47-1171110	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260

Meritage Homes of Tennessee, Inc.	Arizona	46-3409691	8800 E. Raintree Drive Suite 300 Scottsdale, Arizona 85260

6.00% Senior Notes due 2025
(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 for Wells Fargo Bank, National Association, dated January 14, 2015.*
Exhibit 3.	A copy of the Comptroller of the Currency Certification of Fiduciary Powers for Wells Fargo Bank, National Association, dated January 6, 2014.*
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 FormT-1 filed as exhibit to the Filing 305B2 dated March 13, 2015 of file number333-190926.

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 27th day of March, 2018.

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ Casey A. Boyle

Casey A. Boyle
Assistant Vice President

EXHIBIT 6

March 27, 2018

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/ Casey A. Boyle
Casey A. Boyle
Assistant Vice President

Exhibit 99.1

LETTER OF TRANSMITTAL

TO TENDER FOR EXCHANGE

6.00% Senior Notes due 2025
that have not been registered under the Securities Act of 1933

Pursuant to the Prospectus dated •, 2018

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON •, 2018, 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 N9300-070
600 South Fourth Street
Minneapolis, MN 55402

By Regular Mail or Overnight Courier
WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9300-070
600 South Fourth Street
Minneapolis, MN 55402

In Person by Hand Only:
WELLS FARGO BANK, N.A.
Corporate Trust Services
600 South Fourth Street
Minneapolis, MN 55402

By Facsimile:
(For Eligible Institutions Only):
Fax (612) 667-6282

For Information or Confirmation by
Telephone: (800) 344-5128

TO TENDER OUTSTANDING UNREGISTERED 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 ●, 2018 (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 $200,000,000 aggregate principal amount of its 6.00% Senior Notes due 2025 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for up to $200,000,000 aggregate principal amount of its outstanding unregistered 6.00% Senior Notes due 2025 (the "Outstanding Unregistered 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 Unregistered 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 UNREGISTERED 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 ●, 2018, 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 Unregistered Notes to the Exchange Agent prior to the Expiration Time.**

This Letter of Transmittal is to be used to tender Outstanding Unregistered 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 Unregistered 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 Unregistered Notes for exchange in the Exchange Offer. In order for any holder of Outstanding Unregistered Notes to tender in the Exchange Offer all or any portion of such holder's Outstanding Unregistered 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 Unregistered 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 Unregistered Notes and who wishes to make book-entry delivery of Outstanding Unregistered 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 Unregistered Notes:

- DTC will verify the acceptance of the tender and execute a book-entry delivery of the tendered Outstanding Unregistered 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 Unregistered Notes must:

- complete the box entitled "Description of Outstanding Unregistered 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 Unregistered Notes desires to tender his, her, or its Outstanding Unregistered 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 Unregistered 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 Unregistered 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 ●, 2018, unless extended by the Company.

Persons who are beneficial owners of Outstanding Unregistered Notes but are not registered holders and who desire to tender Outstanding Unregistered Notes should contact the registered holder of such Outstanding Unregistered 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 UNREGISTERED NOTES TENDERED	
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank)	Total Principal Amount of Outstanding Unregistered Notes Tendered (must be at least $2,000 and integral multiples of $1,000 in excess thereof)

☐ **CHECK HERE IF TENDERED OUTSTANDING UNREGISTERED 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 Unregistered 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 Unregistered 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 Unregistered 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 UNREGISTERED 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 Unregistered Notes indicated above. Subject to, and effective upon, acceptance for exchange of the Outstanding Unregistered Notes tendered herewith, the undersigned sells, assigns and transfers to the Company all right, title, and interest in and to all such Outstanding Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes and to acquire the Exchange Notes issuable upon the exchange of such tendered Outstanding Unregistered Notes, and that, when the Outstanding Unregistered Notes are accepted for exchange, the Company will acquire good and unencumbered title to the tendered Outstanding Unregistered 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 Unregistered Notes or transfer ownership of such Outstanding Unregistered 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 ofno-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 Unregistered 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 Unregistered Notes that have, or that are reasonably likely to have, the status of an unsold allotment in the initial offering of the Outstanding Unregistered 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 Unregistered Notes and that:
  - such Outstanding Unregistered 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; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Any holder of Outstanding Unregistered Notes who is an affiliate of the Company who tenders Outstanding Unregistered 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 interpretiveno-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 Unregistered 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 Unregistered 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 Unregistered Notes for exchange.

The Company is not aware of any jurisdiction in which the making of the Exchange Offer or the tender of Outstanding Unregistered 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 Unregistered Notes Tendered" with any Outstanding Unregistered Notes not accepted for exchange or any Exchange Notes issued in exchange for Outstanding Unregistered Notes. The undersigned recognizes that the Company has no obligation pursuant to the special issuance instructions to transfer any Outstanding Unregistered Notes from the name of the holder thereof if the Company does not accept for exchange any of the Outstanding Unregistered Notes so tendered or if such transfer would not be in compliance with any transfer restrictions applicable to such Outstanding Unregistered Notes.

SPECIAL ISSUANCE INSTRUCTIONS
(SEE INSTRUCTIONS 1, 6, 7 and 8)

To be completed ONLY if Outstanding Unregistered 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 UNREGISTERED NOTES IN THE EXCHANGE OFFER

Signature of each holder of Outstanding Unregistered Notes* ______________________________

Capacity (Full Title): ** ______________________________

Name (Please type or print): ______________________________

Address (Include Zip Code): ______________________________

Area Code and Telephone Number: ______________________________

Dated: ___________, 2018

* *Must be signed by each registered holder of Outstanding Unregistered Notes exactly as such holder's name appears on certificate(s) representing the Outstanding Unregistered 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: ___________, 2018

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 Unregistered 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 Unregistered Notes; Guaranteed Delivery Procedures.

In order for a holder of Outstanding Unregistered Notes to tender all or any portion of such holder's Outstanding Unregistered 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 Unregistered 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 UNREGISTERED NOTES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT THE ELECTION AND RISK OF THE TENDERING HOLDER OF OUTSTANDING UNREGISTERED 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 UNREGISTERED 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 Unregistered 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 Unregistered 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 Unregistered Notes being tendered and the amount of the Outstanding Unregistered Notes being tendered. The Notice of Guaranteed Delivery must state that the tender is being made and guarantee that within two 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 two 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 Unregistered Notes for exchange.

3. Inadequate Space.

If the space provided in the box entitled "Description of Outstanding Unregistered Notes Tendered" above is inadequate, the principal amounts of the Outstanding Unregistered Notes being tendered should be listed on a separate signed schedule affixed hereto.

4. Withdrawals.

A tender of Outstanding Unregistered 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 Unregistered Notes to be withdrawn;
- specify the principal amount of Outstanding Unregistered Notes to be withdrawn;
- specify the name and number of the account at DTC to be credited with the withdrawn Outstanding Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Outstanding Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes, fill in the principal amount of Outstanding Unregistered Notes which are tendered for exchange in the appropriate column of the box entitled "Description of Outstanding Unregistered Notes Tendered." In case of a partial tender for exchange, the untendered principal amount of the Outstanding Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes listed and transmitted hereby, no endorsements of certificates or separate bond powers are required, unless certificates for Outstanding Unregistered 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 Unregistered Notes, the certificates representing such Outstanding Unregistered 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 Unregistered 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 Unregistered Notes or the Exchange Notes issued in exchange for the Outstanding Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes tendering Outstanding Unregistered Notes by book-entry transfer may request that Outstanding Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes must be cured within such time as the Company determines, unless waived by the Company. Tenders of Outstanding Unregistered 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 Unregistered Notes, or will incur any liability to registered holders or beneficial owners or of Outstanding Unregistered 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 Unregistered Notes tendered. To the extent that the Company waives any condition to the Exchange Offer, it will waive such condition as to all Outstanding Unregistered Notes.

11. Tax Identification Number and Backup Withholding.

Federal income tax law generally requires that a holder of Outstanding Unregistered Notes whose tendered Outstanding Unregistered 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 FormW-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 FormW-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 Unregistered Notes are held in more than one name or are not in the name of the actual owner, consult theW-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 Unregistered 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
$200,000,000 of 6.00% Senior Notes due 2025
that have been registered under the Securities Act of 1933
for any and all of our outstanding
$200,000,000 of 6.00% Senior Notes due 2025
that have not been registered under the Securities Act of 1933

Pursuant to the Prospectus dated •, 2018

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON ●, 2018, 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 N9300-070
600 South Fourth Street
Minneapolis, MN 55402

By Regular Mail or Overnight Courier

WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9300-070
600 South Fourth Street
Minneapolis, MN 55402

In Person by Hand Only:

WELLS FARGO BANK, N.A.
Corporate Trust Services
600 South Fourth Street
Minneapolis, MN 55402

By Facsimile:

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

For Information or Confirmation by
Telephone: (800) 344-5128

As set forth in the prospectus dated ●, 2018 (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 $200,000,000 in aggregate principal amount of its 6.00% Senior Notes due 2025 (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 6.00% Senior Notes due 2025 (the “Outstanding Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes tendered pursuant to the Exchange Offer.

The undersigned understands that tenders of the Outstanding Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes will be made only after timely receipt by the Exchange Agent of (1) a book-entry confirmation of the transfer of such Outstanding Unregistered Notes into the Exchange Agent’s account at DTC, and (2) a properly transmitted Agent’s Message, within two 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: ___________, 2018

Principal Amount of Outstanding 6.00% Senior Notes due 2025 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 Unregistered 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 Unregistered 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 two 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 Unregistered 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: ___________, 2018

Exhibit 99.3

OFFER TO EXCHANGE
$200,000,000 of 6.00% Senior Notes due 2025
that have been registered under the Securities Act of 1933
for any and all of our outstanding
$200,000,000 of 6.00% Senior Notes due 2025
that have not been registered under the Securities Act of 1933

Pursuant to the Prospectus dated ●, 2018

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON ●, 2018, 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 ●, 2018 (the "Prospectus"), and the accompanying Letter of Transmittal (the "Letter of Transmittal"), up to $200,000,000 in aggregate principal amount of its 6.00% Senior Notes due 2025 (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 6.00% Senior Notes due 2025 (the "Outstanding Unregistered 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 Unregistered Notes, except that the transfer restrictions, registration rights, and additional interest provisions relating to the Outstanding Unregistered 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 Unregistered Notes regarding the Exchange Offer. For your information and for forwarding to your clients for whom you hold Outstanding Unregistered 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 Unregistered 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 •, 2018, unless extended. Outstanding Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes pursuant to the Exchange Offer.

Any inquiries you may have regarding the procedure for tendering Outstanding Unregistered 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 N9300-070
600 South Fourth Street
Minneapolis, MN 55402

By Regular Mail or Overnight Courier

WELLS FARGO BANK, N.A.
Corporate Trust Operations
MAC N9300-070
600 South Fourth Street
Minneapolis, MN 55402

In Person by Hand Only:

WELLS FARGO BANK, N.A.
Corporate Trust Services
600 South Fourth Street
Minneapolis, MN 55402

By Facsimile:

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

For Information or Confirmation by
Telephone: (800) 344-5128

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.

Exhibit 99.4

OFFER TO EXCHANGE
$200,000,000 of 6.00% Senior Notes due 2025
that have been registered under the Securities Act of 1933
for any and all of our outstanding
$200,000,000 of 6.00% Senior Notes due 2025
that have not been registered under the Securities Act of 1933

Pursuant to the Prospectus dated ●, 2018

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON ●, 2018, 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 •, 2018 (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 $200,000,000 aggregate principal amount of its 6.00% Senior Notes due 2025 (the "Exchange Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for up to $200,000,000 aggregate principal amount of its outstanding unregistered 6.00% Senior Notes due 2025 (the "Outstanding Unregistered 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 Unregistered Notes, except that the transfer restrictions, registration rights, and additional interest provisions relating to the Outstanding Unregistered 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 Unregistered Notes carried by us in your account, but not registered in your name.**A tender of such Outstanding Unregistered 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 Unregistered Notes.**

Accordingly, we request instructions as to whether you wish us to tender on your behalf the Outstanding Unregistered 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 Unregistered 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 Unregistered 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 June 6, 2017, among the Company and the initial purchasers of the Outstanding Unregistered Notes.

5. Any transfer taxes incident to the transfer of Outstanding Unregistered 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 •, 2018, unless extended by the Company.** If you desire to exchange your Outstanding Unregistered 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 Unregistered Notes on your behalf at or before the Expiration Time in accordance with the provisions of the Exchange Offer. Any Outstanding Unregistered 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 Unregistered 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 Unregistered Notes that have, or that are reasonably likely to have, the status of an unsold allotment in the initial offering of the Outstanding Unregistered 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 Unregistered Notes and that:
  - such Outstanding Unregistered 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 "Instruction to Registered Holder from Beneficial Owner" form contains an authorization by you, as the beneficial owner of Outstanding Unregistered 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 Unregistered Notes. If you wish to tender any or all of the Outstanding Unregistered 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 Unregistered 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 "Instruction to Registered Holder from Beneficial Holder" constitutes an instruction to us to tender ALL of the Outstanding Unregistered Notes held by us for your account.

INSTRUCTION TO REGISTERED HOLDER
From Beneficial Owner of
Meritage Homes Corporation's
6.00% Senior Notes due 2025

To DTC Participant:

The undersigned hereby acknowledges receipt of the prospectus dated•, 2018 (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 $200,000,000 in aggregate principal amount of its 6.00% Senior Notes due 2025 (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 6.00% Senior Notes due 2025 (the "Outstanding Unregistered Notes"). Tenders of Outstanding Unregistered 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 Unregistered 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 Unregistered Notes held by you for the account of the undersigned.

The aggregate face amount of the Outstanding Unregistered Notes held by you for the account of the undersigned is (fill in amount):

$ of Outstanding Unregistered Notes

With respect to the Exchange Offer, the undersigned hereby instructs you to (check one of the following boxes):

☐ **TENDER the following Outstanding Unregistered Notes held by you for the account of the undersigned (insert principal amount of Outstanding Unregistered Notes to be tendered, if any):**

$ of Outstanding Unregistered Notes

☐ **NOT TENDER any Outstanding Unregistered Notes held by you for the account of the undersigned.**

If the undersigned is instructing you to tender the Outstanding Unregistered 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 Unregistered 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 Unregistered Notes that have, or that are reasonably likely to have, the status of an unsold allotment in the initial offering of the Outstanding Unregistered 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 Unregistered Notes and that:
    - such Outstanding Unregistered 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 Unregistered 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: , 2018