Section 1: S-3ASR (S-3ASR)

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As filed with the U.S. Securities and Exchange Commission on July 2, 2018

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CENTURY COMMUNITIES, INC.
(Exact name of Registrant as specified in its charter)

Delaware	**68-0521411**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**

AND

THE OTHER REGISTRANTS NAMED IN THE TABLE OF ADDITIONAL REGISTRANTS BELOW

8390 East Crescent Parkway, Suite 650
Greenwood Village, Colorado 80111
(303) 770-8300
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Dale Francescon
Chairman of the Board of Directors and Co-Chief Executive Officer
Century Communities, Inc.
8390 East Crescent Parkway, Suite 650
Greenwood Village, Colorado 80111
(303) 770-8300
(Address, including zip code, and telephone number, including area code, of agent for service)

With a copy to:

Mark J. Kelson, Esq.
William Wong, Esq.
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
Tel: (310) 586-7700
Fax: (310) 586-7800

Approximate date of commencement of proposed sale to the public: **From time to time after the effective date of this Registration Statement.**

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, 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, please 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(c) 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 registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

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 Securities Act. ☐

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CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered[1]	Amount to be registered[4]	Proposed maximum offering price per security[4]	Proposed maximum aggregate offering price[4]	Amount of registration fee[4][5]
Common Stock, par value $0.01 per share[2]				
Preferred Stock, par value $0.01 per share				
Debt Securities				
Warrants				
Units				
Guarantees of Debt Securities[3]				
Total			$869,000,000.00	$0.00

(1) Securities registered hereunder may be sold separately, together, or as units with other securities registered hereunder. The securities registered hereunder include the following: (a) an indeterminate number of shares of common stock as may be sold from time to time by the Registrant and an indeterminate number of shares of common stock as may be issued from time to time upon conversion or exchange of any securities registered hereunder; (b) an indeterminate number of shares of preferred stock as may be sold from time to time by the Registrant and an indeterminate number of shares of preferred stock as may be issued from time to time upon conversion or exchange of any securities registered hereunder; (c) an indeterminate amount of debt securities as may be sold from time to time by the Registrant and an indeterminate amount of debt securities as may be issued from time to time upon conversion or exchange of any securities registered hereunder; (d) an indeterminable number of warrants, representing rights to purchase common stock, preferred stock, or debt securities registered hereunder; (e) an indeterminable number of units, representing interests in two or more securities registered hereunder, which may or may not be separable from one another; and (f) an indeterminable amount of guarantees of debt securities by the guarantor registrants listed on the Table of Additional Registrants below.

(2) Pursuant to Rule 416 under the Securities Act of 1933, as amended (which we refer to as the "Securities Act"), this Registration Statement includes any additional shares of common stock that may become issuable from time to time as a result of any stock split, stock dividend, recapitalization or other similar transaction effected without the receipt of consideration that results in an increase in the number of shares of the Registrant's outstanding common stock.

(3) Pursuant to Rule 457(n) under the Securities Act, no registration fee is required with respect to the guarantees of debt securities.

(4) Pursuant to Rule 457(o) under the Securities Act and General Instruction II.D to Form S-3, this Calculation of Registration Fee table does not specify by each class of securities being registered information as to the amount to be registered, proposed maximum offering price per security, or proposed maximum aggregate offering price. In no event will the maximum aggregate offering price of all securities issued pursuant to this Registration Statement exceed $869,000,000.

(5) In accordance with Rule 415(a)(6) under the Securities Act, this Registration Statement carries over, as of the date of filing of this Registration Statement, $869,000,000 of unsold securities that were previously registered by the Registrant pursuant to its registration statement on Form S-3 (File No. 333-205349) (which we refer to as the "Prior Registration Statement"), which was initially filed with the Commission on June 29, 2015, and declared effective by the Commission on July 10, 2015. In connection with the registration of the offering and sale of such unsold securities under the Prior Registration Statement, the Registrant previously paid the applicable registration fee which will continue to be applied to such unsold securities.

Pursuant to Rule 415(a)(6), the offering of the unsold securities registered under the Prior Registration Statement will be deemed terminated as of the date of effectiveness of this Registration Statement.

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TABLE OF ADDITIONAL REGISTRANTS(1)

Additional Registrants (as Guarantors of the Debt Securities)

Exact Name of Additional Registrant as Specified in its Charter	State of Formation, Organization, or Incorporation	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Augusta Pointe, LLC	Colorado	1531	68-0521411(2)
Avalon at Inverness, LLC	Colorado	1531	68-0521411(2)
AVR A, LLC	Colorado	1531	68-0521411(2)
AVR B, LLC	Colorado	1531	68-0521411(2)
AVR C, LLC	Colorado	1531	68-0521411(2)
Beacon Pointe, LLC	Colorado	1531	68-0521411(2)
Belvedere at Ridgegate, LLC	Colorado	1531	68-0521411(2)
Benchmark Builders North Carolina, LLC	Delaware	1531	47-1739228
Benchmark Communities, LLC	Delaware	1531	27-3572964
Blackstone Homes, LLC	Colorado	1531	68-0521411(2)
Bluffmont Estates, LLC	Colorado	1531	68-0521411(2)
BMC East Garrison, LLC	Delaware	1531	27-4469512
BMC EG Bluffs, LLC	Delaware	1531	61-1758087
BMC EG Bungalow, LLC	Delaware	1531	46-1311325
BMC EG Courtyards, LLC	Delaware	1531	35-2522010
BMC EG Garden, LLC	Delaware	1531	46-1637627
BMC EG Grove, LLC	Delaware	1531	46-1288473
BMC EG Towns, LLC	Delaware	1531	46-2667716
BMC EG Village, LLC	Delaware	1531	46-1283427
BMC Meadowood II, LLC	Delaware	1531	46-2538740
BMC Pine Ridge, LLC	Delaware	1531	46-3443423
BMC Promise Way, LLC	Delaware	1531	46-4396168
BMC Rancho Etiwanda, LLC	Delaware	1531	46-5503499
BMC Realty Advisors, Inc	California	1531	46-0791950
BMC Red Hawk, LLC	Delaware	1531	27-4504842
BMC Rosemead, LLC	Delaware	1531	38-3974742
BMC Sagewood, LLC	Delaware	1531	46-2740942
BMC Shields Locan, LLC	Delaware	1531	46-4947580
BMC Touchstone, LLC	Delaware	1531	46-5420371
BMCH California, LLC	Delaware	1531	45-5032038
BMCH North Carolina, LLC	Delaware	1531	46-5135375
BMCH Tennessee, LLC	Delaware	1531	46-5112288
BMCH Washington, LLC	Delaware	1531	81-4574005
Bradburn Village Homes, LLC	Colorado	1531	68-0521411(2)
Casa Acquisition Corp.	Delaware	1531	82-2208660
CC Communities, LLC	Colorado	1531	84-1559450
CC Southeast Constructors, LLC	North Carolina	1531	68-0521411(2)
CCC Holdings, LLC	Colorado	1531	68-0521411(2)
CCG Constructors LLC	Georgia	1531	68-0521411(2)
CCG Realty Group LLC	Georgia	1531	68-0521411(2)
CCH Homes, LLC	Colorado	1531	68-0521411(2)
CCSC Realty Group, LLC	South Carolina	1531	68-0521411(2)
Centennial Holding Company LLC	Colorado	1531	68-0521411(2)
Central Park Rowhomes, LLC	Colorado	1531	68-0521411(2)
Century at Anthology, LLC	Colorado	1531	68-0521411(2)
Century at Ash Meadows, LLC	Colorado	1531	68-0521411(2)
Century at Autumn Valley Ranch, LLC	Colorado	1531	68-0521411(2)
Century at Beacon Pointe, LLC	Colorado	1531	68-0521411(2)

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Exact Name of Additional Registrant as Specified in its Charter	State of Formation, Organization, or Incorporation	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Century at Belleview Place, LLC	Colorado	1531	68-0521411(2)
Century at Caley, LLC	Colorado	1531	68-0521411(2)
Century at Candelas, LLC	Colorado	1531	68-0521411(2)
Century at Carousel Farms, LLC	Colorado	1531	68-0521411(2)
Century at Castle Pines Town Center, LLC	Colorado	1531	68-0521411(2)
Century at Claremont Ranch, LLC	Colorado	1531	68-0521411(2)
Century at Compark Village North, LLC	Colorado	1531	68-0521411(2)
Century at Compark Village South, LLC	Colorado	1531	68-0521411(2)
Century at Forest Meadows, LLC	Colorado	1531	68-0521411(2)
Century at Harvest Meadows, LLC	Colorado	1531	68-0521411(2)
Century at Landmark, LLC	Colorado	1531	68-0521411(2)
Century at Littleton Village, LLC	Colorado	1531	68-0521411(2)
Century at Littleton Village II, LLC	Colorado	1531	68-0521411(2)
Century at LOR, LLC	Colorado	1531	68-0521411(2)
Century at Lowry, LLC	Colorado	1531	68-0521411(2)
Century at Marvella, LLC	Colorado	1531	68-0521411(2)
Century at Mayfield, LLC	Colorado	1531	68-0521411(2)
Century at Midtown, LLC	Colorado	1531	68-0521411(2)
Century at Millennium, LLC	Colorado	1531	68-0521411(2)
Century at Murphy Creek, LLC	Colorado	1531	68-0521411(2)
Century at Oak Street, LLC	Colorado	1531	68-0521411(2)
Century at Observatory Heights, LLC	Colorado	1531	68-0521411(2)
Century at Outlook, LLC	Colorado	1531	68-0521411(2)
Century at Salisbury Heights, LLC	Colorado	1531	68-0521411(2)
Century at Shalom Park, LLC	Colorado	1531	68-0521411(2)
Century at Southshore, LLC	Colorado	1531	68-0521411(2)
Century at Spring Valley Ranch, LLC	Colorado	1531	68-0521411(2)
Century at Sterling Ranch, LLC	Colorado	1531	68-0521411(2)
Century at Tanglewood, LLC	Colorado	1531	68-0521411(2)
Century at Terrain, LLC	Colorado	1531	68-0521411(2)
Century at The Grove, LLC	Colorado	1531	68-0521411(2)
Century at the Heights, LLC	Colorado	1531	68-0521411(2)
Century at The Meadows, LLC	Colorado	1531	68-0521411(2)
Century at Vista Ridge, LLC	Colorado	1531	68-0521411(2)
Century at Wildgrass, LLC	Colorado	1531	68-0521411(2)
Century at Wolf Ranch, LLC	Colorado	1531	68-0521411(2)
Century at Wyndham Hill, LLC	Colorado	1531	68-0521411(2)
Century City, LLC	Colorado	1531	68-0521411(2)
Century Communities of Georgia, LLC	Colorado	1531	68-0521411(2)
Century Communities of Nevada Realty, LLC	Nevada	1531	68-0521411(2)
Century Communities of Nevada, LLC	Delaware	1531	68-0521411(2)
Century Communities of Utah, LLC	Utah	1531	68-0521411(2)
Century Communities Realty of Utah, LLC	Utah	1531	68-0521411(2)
Century Communities Southeast, LLC	Colorado	1531	68-0521411(2)
Century Group LLC	Colorado	1531	68-0521411(2)
Century Land Holdings, LLC	Colorado	1531	68-0521411(2)
Century Land Holdings II, LLC	Colorado	1531	68-0521411(2)
Century Land Holdings of Texas, LLC	Colorado	1531	68-0521411(2)
Century Land Holdings of Utah, LLC	Utah	1531	68-0521411(2)
Century Rhodes Ranch GC, LLC	Delaware	1531	68-0521411(2)
Century Townhomes at Candelas, LLC	Colorado	1531	68-0521411(2)

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Exact Name of Additional Registrant as Specified in its Charter	State of Formation, Organization, or Incorporation	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Century Tuscany GC, LLC	Delaware	1531	68-0521411(2)
Cherry Hill Park, LLC	Colorado	1531	68-0521411(2)
Cottages at Willow Park, LLC	Colorado	1531	68-0521411(2)
Enclave at Boyd Ponds, LLC	Colorado	1531	68-0521411(2)
Enclave at Cherry Creek, LLC	Colorado	1531	68-0521411(2)
Enclave at Pine Grove, LLC	Colorado	1531	68-0521411(2)
Estates at Chatfield Farms, LLC	Colorado	1531	68-0521411(2)
Hearth at Oak Meadows, LLC	Colorado	1531	68-0521411(2)
Highlands at Westbury, LLC	Colorado	1531	68-0521411(2)
Hometown, LLC	Colorado	1531	68-0521411(2)
Hometown South, LLC	Colorado	1531	68-0521411(2)
Horizon Building Services, LLC	Colorado	1531	68-0521411(2)
Ladera, LLC	Colorado	1531	68-0521411(2)
Lakeview Fort Collins, LLC	Colorado	1531	68-0521411(2)
Lincoln Park at Ridgegate, LLC	Colorado	1531	68-0521411(2)
Madison Estates, LLC	Colorado	1531	68-0521411(2)
Meridian Ranch, LLC	Colorado	1531	68-0521411(2)
Montecito at Ridgegate, LLC	Colorado	1531	68-0521411(2)
Neighborhood Associations Group, LLC	Delaware	1531	68-0521411(2)
Park 5th Avenue Development Co., LLC	Colorado	1531	84-1568931
Parkwood Estates, LLC	Colorado	1531	68-0521411(2)
Peninsula Villas, LLC	Colorado	1531	68-0521411(2)
Preserve at Briargate, LLC	Colorado	1531	68-0521411(2)
Red Rocks Pointe, LLC	Colorado	1531	68-0521411(2)
Renaissance at Ridgegate, LLC	Colorado	1531	68-0521411(2)
Reserve at Highpointe Estates, LLC	Colorado	1531	68-0521411(2)
Reserve at The Meadows, LLC	Colorado	1531	68-0521411(2)
Saddle Rock Golf, LLC	Colorado	1531	68-0521411(2)
Saddleback Heights, LLC	Colorado	1531	68-0521411(2)
SAH Holdings, LLC	Colorado	1531	68-0521411(2)
Sawgrass at Plum Creek, LLC	Colorado	1531	68-0521411(2)
Sawgrass at Plum Creek II, LLC	Colorado	1531	68-0521411(2)
Stetson Ridge Homes, LLC	Colorado	1531	68-0521411(2)
Stonybridge Villas, LLC	Colorado	1531	68-0521411(2)
Summerlane Village, LLC	Colorado	1531	68-0521411(2)
SWMJ Construction, Inc.	Texas	1531	26-3585846
The Retreat at Ridgegate, LLC	Colorado	1531	68-0521411(2)
The Veranda, LLC	Colorado	1531	68-0521411(2)
The Vistas at Nor'wood, LLC	Colorado	1531	68-0521411(2)
The Wheatlands, LLC	Colorado	1531	68-0521411(2)
UCP Barclay III, LLC	Delaware	1531	26-3734915
UCP East Garrison, LLC	Delaware	1531	27-0607583
UCP Hillcrest Hollister, LLC	Delaware	1531	46-4766595
UCP Kerman, LLC	Delaware	1531	26-2901069
UCP Meadowood III, LLC	Delaware	1531	27-4084751
UCP Quail Run, LLC	Delaware	1531	26-1324458
UCP Sagewood, LLC	Delaware	1531	45-2736966
UCP Santa Ana Hollister, LLC	Delaware	1531	46-4752142
UCP Soledad, LLC	Delaware	1531	27-0274504
UCP Tapestry, LLC	Delaware	1531	26-2367136
UCP, LLC	Delaware	1531	30-0447004

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Exact Name of Additional Registrant as Specified in its Charter	State of Formation, Organization, or Incorporation	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Venue at Arista, LLC	Colorado	1531	68-0521411(2)
Verona Estates, LLC	Colorado	1531	68-0521411(2)
Villas at Highland Park, LLC	Colorado	1531	68-0521411(2)
Villas at Murphy Creek, LLC	Colorado	1531	68-0521411(2)
Waterside at Highland Park, LLC	Colorado	1531	68-0521411(2)
Westown Condominiums, LLC	Colorado	1531	68-0521411(2)
Westown Townhomes, LLC	Colorado	1531	68-0521411(2)
Wildgrass, LLC	Colorado	1531	68-0521411(2)

(1) Each additional registrant is a wholly-owned direct or indirect subsidiary of Century Communities, Inc. The address, including zip code, and telephone number, including area code, of each additional registrant's principal executive offices is c/o Century Communities, Inc., 8390 East Crescent Parkway, Suite 650, Greenwood Village, Colorado 80111, telephone (303) 770-8300. The name, address, including zip code, and telephone number, including area code, of the agent for service for each additional registrant is Dale Francescon, Chairman of the Board of Directors and Co-Chief Executive Officer, Century Communities, Inc., 8390 East Crescent Parkway, Suite 650, Greenwood Village, Colorado 80111, telephone (303) 770-8300.

(2) Uses the EIN of its ultimate parent company, Century Communities, Inc.

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PROSPECTUS

$869,000,000

CENTURY COMMUNITIES, INC.

Common Stock
Preferred Stock
Debt Securities
Warrants
Units
Guarantees of Debt Securities

By this prospectus, we may offer, from time to time, in one or more offerings, in amounts, at prices and on terms determined at the time of any such offering:

- shares of our common stock;
- shares of our preferred stock, which may be issued in one or more series;
- debt securities, which may be senior, senior subordinated or subordinated, and which may be fully and unconditionally guaranteed by one or more of our subsidiaries;
- warrants to purchase our common stock, preferred stock or debt securities;
- units consisting of any combination of the other types of securities offered under this prospectus; or
- any combination of the foregoing.

This prospectus contains a general description of the securities that we may offer for sale from time to time with a maximum aggregate offering price of up to $869,000,000. We will provide the specific terms of the securities in one or more supplements to this prospectus at the time of offering. This prospectus may not be used to consummate sales of our securities unless it is accompanied by a prospectus supplement. You should read this prospectus and the accompanying supplement carefully before you make your investment decision.

Our common stock is listed for trading on the New York Stock Exchange under the ticker symbol “CCS.”

We may sell the securities to or through underwriters, dealers or agents, or we may sell the securities directly to investors on our own behalf. If any underwriters, dealers or agents are involved in the sale of any of the securities, their names, and any applicable purchase price, fee, commission or discount arrangement between or among us and them will be set forth, or will be calculable from the information set forth, in the applicable prospectus supplement. See the section entitled “Plan of Distribution” for more information. No securities may be sold without delivery of this prospectus and the applicable prospectus supplement describing the method and terms of the offering of such series of securities.

Investing in our securities involves risks. You should carefully consider the information under the section entitled “Risk Factors” on page 2 of this prospectus, and under similar sections contained in the applicable prospectus supplement and in the documents incorporated by reference in this prospectus, before investing in our securities.

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

The date of this prospectus is July 2, 2018.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we have filed with the U.S. Securities and Exchange Commission (which we refer to as the "SEC") using a "shelf" registration process. Under this process, we may offer and sell any combination of our securities from time to time in one or more offerings with a maximum aggregate offering price of up to $869,000,000 as described in this prospectus. This prospectus provides you with a general description of the securities we may offer and sell, and each time that we offer to sell securities, we will provide a prospectus supplement to this prospectus that contains specific information about the securities being offered and sold and the specific terms of that offering. The prospectus supplement may also add to, update or change information contained in this prospectus with respect to that offering. If there is any inconsistency between the information in this prospectus and the applicable prospectus supplement, you should rely on the information in the prospectus supplement. It is important that you consider the information contained in this prospectus and any prospectus supplement, together with the additional information incorporated by reference into this prospectus and any prospectus supplement, as described under the headings "Information Incorporated by Reference" and "Where You Can Find More Information," all of which you should read carefully in their entireties before you make your investment decision.

You should rely only on the information contained in, or incorporated by reference into, this prospectus and any accompanying prospectus supplement. We have not authorized any other party to provide you with different information. We take no responsibility for, and can provide no assurance as to the reliability of, any different or inconsistent information that others may give you. We are not making an offer to sell, or a solicitation of an offer to buy, the securities in any jurisdiction where the offer, solicitation, or sale is not permitted. You should assume that the information appearing in each of this prospectus and the applicable prospectus supplement is accurate only as of the date on its respective cover, and that any information incorporated by reference herein and therein is accurate only as of the date of the document incorporated by reference, unless we indicate otherwise. Our business, financial condition, results of operations and prospects may have changed since those dates.

As used in this prospectus, references to "Company," "we," "us," "our," or similar expressions refer to Century Communities, Inc., a Delaware corporation, and, unless the context otherwise requires, its subsidiaries and affiliates.

CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS

Various statements contained in this prospectus and the documents incorporated by reference herein, including those that express a belief, expectation or intention, as well as those that are not statements of historical fact, are forward-looking statements within the meaning of the federal securities laws. These forward-looking statements may include projections and estimates concerning the timing and success of specific projects and our future production, revenues, income and capital spending. Our forward-looking statements are generally accompanied by words such as "may," "will," "should," "expect," "could," "intend," "plan," "anticipate," "estimate," "believe," "continue," "predict," "project," "expect," "intend," "anticipate," "potential," "goal" or other words that convey the uncertainty of future events or outcomes. You can also identify forward-looking statements by discussions of strategy, plans or intentions. We have based these forward-looking statements on our current expectations and assumptions about future events. While our management considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control.

The following factors, among others, may cause our actual results, performance or achievements to differ materially from any future results, performance or achievements expressed or implied by these forward-looking statements:

- economic changes either nationally or in the markets in which we operate, including declines in employment, volatility of mortgage interest rates and inflation;
- a downturn in the homebuilding industry, including a decline in real estate values or market conditions resulting in impairment of our assets;
- changes in assumptions used to make industry forecasts;
- continued volatility and uncertainty in the credit markets and broader financial markets;
- our future operating results and financial condition;
- our business operations;
- changes in our business and investment strategy;
- availability of land to acquire, and our ability to acquire such land on favorable terms or at all;
- availability, terms and deployment of capital;
- availability of mortgage financing or an increase in the number of foreclosures in the market;
- shortages of or increased prices for labor, land or raw materials used in housing construction;
- delays in land development or home construction resulting from adverse weather conditions or other events outside our control;
- impact of construction defect, product liability, and/or home warranty claims, including the adequacy of accruals and the applicability and sufficiency of our insurance coverage;
- changes in, or the failure or inability to comply with, governmental laws and regulations;
- the timing of receipt of regulatory approvals and the opening of projects;
- the degree and nature of our competition;
- our leverage and debt service obligations;
- availability of qualified personnel and our ability to retain our key personnel; and
- changes in United States generally accepted accounting principles.

The forward-looking statements in this prospectus speak only as of the date of this prospectus. The forward-looking statements are based on our beliefs, assumptions and expectations of future events, taking into account all information currently available to us. Forward-looking statements are not guarantees of future events or of our performance. These beliefs, assumptions and expectations can change as a result of many possible events or factors, not all of which are known to us. Please see the sections entitled “Risk Factors” in this prospectus and any accompanying prospectus supplement, and other risks and uncertainties detailed in our other reports and filings with the SEC. If a change occurs, our business, financial condition, liquidity, cash flows and results of operations may vary materially from those expressed in or implied by our forward-looking statements. New risks and uncertainties arise over time, and it is not possible for us to predict the occurrence of those events or the manner in which they may affect us. Except as required by law, we are not obligated to, and do not intend to, update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

OUR COMPANY

Our Company

We are engaged in the development, design, construction, marketing and sale of single-family attached and detached homes in metropolitan areas in the States of Alabama, California, Colorado, Florida, Georgia, Nevada, North Carolina, South Carolina, Tennessee, Texas, Utah, and Washington. In many of our projects, in addition to building homes, we are responsible for the entitlement and development of the underlying land. Our homebuilding operations are organized into the following four reportable operating segments based on the geographic markets in which we operate: West, Mountain, Texas, and Southeast. Additionally, our indirect wholly-owned subsidiaries, Inspire Home Loans Inc. and Parkway Title, LLC, which provide mortgage services and title services, respectively, to our home buyers, have been identified as our Financial Services segment.

We build and sell an extensive range of home types across a variety of price points. Our emphasis is on acquiring well-located land positions and offering quality homes. The core of our business plan is to acquire and develop land strategically, based on our understanding of population growth patterns, entitlement restrictions and infrastructure development. We focus on locations within our markets with convenient access to metropolitan areas that are generally characterized by diverse economic and employment bases and demographics and increasing populations. We believe these conditions create strong demand for new housing, and these locations represent what we believe to be attractive opportunities for long-term growth. We also seek assets that have desirable characteristics, such as good access to major job centers, schools, shopping, recreation and transportation facilities, and we strive to offer a broad spectrum of product types in these locations. Location, product, and customer service are key components of the connection we seek to establish with each individual homebuyer. Our construction expertise across an extensive product offering allows us flexibility to pursue a wide array of land acquisition opportunities and appeal to a broad range of potential homebuyers, from entry-level to first- and second-time move-up buyers and lifestyle homebuyers. Additionally, we believe our diversified product strategy enables us to adapt quickly to changing market conditions and to optimize returns while strategically reducing portfolio risk.

For a further description of our business, financial condition, results of operations and other important information regarding us, please see our filings with the SEC incorporated by reference in this prospectus. For instructions on how to find copies of the filings incorporated by reference in this prospectus, please see the sections entitled “Information Incorporated by Reference” and “Where You Can Find More Information.”

Corporate Information

Our principal executive offices are located at 8390 East Crescent Parkway, Suite 650, Greenwood Village, Colorado 80111. Our main telephone number is (303) 770-8300. Our internet website is www.centurycommunities.com. The information contained in, or that can be accessed through, our website is not incorporated by reference and is not a part of this prospectus.

RISK FACTORS

Investing in any of our securities offered pursuant to this prospectus and any applicable prospectus supplement involves risks. You should carefully consider, among other factors, the specific risks discussed or incorporated by reference in the applicable prospectus supplement, together with all the other information contained or incorporated by reference in this prospectus and the applicable prospectus supplement. Before acquiring any of our securities, you should also carefully consider the risks, uncertainties and assumptions discussed under the caption "Risk Factors" included in our Annual Report on Form 10-K for the year ended December 31, 2017, which are incorporated by reference in this prospectus, and which may be amended, supplemented or superseded from time to time by our other reports that we file with the SEC in the future, including our future Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K. Our business, financial condition and results of operations could be materially and adversely affected by any of these risks. Additional risks not presently known to us or that we currently deem immaterial may also impair our business operations. The occurrence of any of these risks may cause you to lose all or part of your investment in the offered securities.

USE OF PROCEEDS

We intend to use the net proceeds we receive from the sale of the securities offered by us for general corporate purposes, unless we specify otherwise in the applicable prospectus supplement. General corporate purposes may include the acquisition and development of land, home construction and other related purposes, additions to working capital, capital expenditures, repayment of debt, and investments or stock repurchases.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for the three months ended March 31, 2018 and 2017, and for the years ended December 31, 2017, 2016, 2015, 2014 and 2013. You should read this table in conjunction with our consolidated financial statements and related notes thereto incorporated by reference into this prospectus. For the purpose of determining the ratio of earnings to fixed charges, "earnings" consist of earnings (loss) before income tax expense (benefit) plus fixed charges, and "fixed charges" consist of interest expense, including amortization of deferred financing costs, plus the portion of rental expense representative of the interest factor.

	Three Months Ended March 31,		Year Ended December 31,				
	2018	2017	2017	2016	2015	2014	2013
Ratio of earnings to fixed charges	2.38	2.18	2.54	3.40	3.42	3.03	16.63

DESCRIPTION OF CAPITAL STOCK

The following is a general description of certain terms and provisions of our capital stock, our charter, our bylaws, and applicable provisions of law, in each case as currently in effect on the date of this prospectus. The following description of our capital stock set forth below is only a summary, does not purport to be complete, and is qualified in its entirety by reference to our charter and our bylaws, copies of which are exhibits to the registration statement of which this prospectus forms a part.

General

Our authorized capital stock consists of 100,000,000 shares of common stock, par value $0.01 per share, and 50,000,000 shares of preferred stock, par value $0.01 per share, issuable in one or more series. As of June 30, 2018, there were 30,119,259 shares of our common stock issued and outstanding, and no shares of preferred stock issued and outstanding.

Common Stock

Voting. Each holder of our common stock is entitled to one vote per each share on all matters to be voted upon by the common stockholders, and there are no cumulative voting rights. Subject to applicable law and the rights, if any, of the holders of outstanding shares of any series of preferred stock we may designate and issue in the future, holders of our common stock shall be entitled to vote on all matters on which stockholders generally are entitled to vote.

Dividends. Subject to the rights, if any, of the holders of outstanding shares of any series of preferred stock we may designate and issue in the future, holders of our common stock will be entitled to receive ratably the dividends, if any, as may be declared from time to time by our board of directors out of funds legally available for that purpose.

Liquidation, Dissolution or Winding Up. If there is a liquidation, dissolution or winding up of the Company, subject to the rights, if any, of the holders of outstanding shares of any series of preferred stock we may designate and issue in the future, holders of our common stock would be entitled to ratable distribution of our assets remaining after the payment in full of our liabilities.

Other Rights. Under the terms of our charter, the holders of our common stock have no preemptive or conversion rights or other subscription rights, and there are no redemption or sinking fund provisions applicable to the common stock. All currently outstanding shares of our common stock are fully paid and non-assessable. The rights of the holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

Preferred Stock

Our charter provides that our board of directors is expressly authorized to provide for the issuance of shares of preferred stock in one or more series and, by filing a certificate of designation pursuant to the applicable law of the State of Delaware (which we refer to as a "preferred stock designation"), to establish from time to time for each such series the number of shares to be included in each such series and to fix the designations, powers, rights and preferences of the shares of each such series, if any, and the qualifications, limitations and restrictions, if any, thereof. The authority of our board of directors with respect to each series of preferred stock includes, but is not limited to, establishing the following:

- the designation of the series, which may be by distinguishing number, letter or title;
- the number of shares of the series, which number our board of directors may thereafter (except where otherwise provided in the preferred stock designation) increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares thereof then outstanding);

- whether dividends, if any, shall be paid, and, if paid, the date or dates upon which, or other times at which, such dividends shall be payable, whether such dividends shall be cumulative or noncumulative, the rate of such dividends (which may be variable) and the relative preference in payment of dividends of such series;
- the redemption provisions and price or prices, if any, for shares of the series;
- the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, or dissolution of the Company; and
- whether the shares of the series shall be convertible into or exchangeable for shares of any other class or series of the Company, and, if so, the specification of such other class or series, the conversion price or prices, or rate or rates, any adjustments thereto, the date or dates on which such shares shall be convertible and all other terms and conditions upon which such conversion may be made.

Certain Provisions of Delaware Law and of our Charter and Bylaws

The following summary of certain provisions of the General Corporation Law of the State of Delaware (which we refer to as the "DGCL") and of our charter and bylaws does not purport to be complete and is subject to and qualified in its entirety by reference to the DGCL and our charter and bylaws. See "Where You Can Find More Information" for how to obtain copies of our charter and bylaws.

Our Board of Directors

Our bylaws provide that the number of directors of the Company will be fixed from time to time exclusively by action of our board of directors. Our charter and bylaws provide that, subject to applicable law and the rights, if any, of holders of any series of preferred stock, newly created directorships resulting from any increase in the authorized number of directors, and any vacancies in the board of directors resulting from death, resignation, retirement, disqualification, removal from office or other cause, may only be filled by the majority vote of the remaining directors in office, even if less than a quorum is present.

Pursuant to our bylaws, each member of our board of directors who is elected at our annual meeting of our stockholders, and each director who is elected in the interim to fill vacancies and newly created directorships, will hold office until the next annual meeting of our stockholders and until his or her successor is elected and qualified. Pursuant to our bylaws, directors will be elected by a plurality of votes cast by the shares present in person or by proxy at a meeting of stockholders and entitled to vote thereon, a quorum being present at such meeting.

Removal of Directors

Our charter provides that, subject to the rights, if any, of holders of one or more classes or series of preferred stock, any director may be removed from office at any time, but only by the affirmative vote of the holders of 66 2/3% of the voting power of our capital stock entitled to vote generally in the election of directors. Except as described below, this provision, when coupled with the exclusive power of our board of directors to fill vacant directorships, precludes stockholders from removing incumbent directors except with the affirmative vote of the holders of 66 2/3% of the voting power of our capital stock entitled to vote generally in the election of directors and from filling the vacancies created by such removal.

Meetings of Stockholders

Pursuant to our bylaws, an annual meeting of our stockholders for the purpose of the election of directors and the transaction of any other business will be held on a date and at the time and place, if any, determined by our board of directors. Each of our directors is elected by our stockholders to serve until the next annual meeting and until his or her successor is duly elected and qualified. In addition, our board of directors, the chairman of

our board of directors, our chief executive officer or our president may call a special meeting of our stockholders for any purpose, but business transacted at any special meeting of our stockholders shall be limited to the purposes stated in the notice of such meeting.

Elimination of Stockholder Action by Written Consent

Our charter expressly eliminates the right of our stockholders to act by written consent. Stockholder action must take place at the annual or a special meeting of our stockholders.

Charter Amendments

Unless a higher vote is required by its certificate of incorporation, the affirmative vote of a majority of the outstanding stock entitled to vote is required to amend a Delaware corporation's certificate of incorporation. However, amendments which make changes relating to the capital stock by increasing or decreasing the par value or the aggregate number of authorized shares of a class, or by altering or changing the powers, preferences or special rights of a class so as to affect them adversely, also require the affirmative vote of a majority of the outstanding shares of such class, even though such class would not otherwise have voting rights.

Pursuant to our charter, in addition to any votes required by applicable law and subject to the express rights, if any, of the holders of any series of preferred stock, the affirmative vote of the holders of at least 66 2/3% of the voting power of our capital stock entitled to vote generally in the election of directors shall be required to amend, modify or repeal any provision, or adopt any new or additional provision, in a manner inconsistent with our charter provisions relating to the removal of directors, exculpation of directors, indemnification, the prohibition against stockholders acting by written consent and the vote of our stockholders required to amend our bylaws. In addition, pursuant to our charter, we reserve the right at any time and from time to time to amend, modify or repeal any provision contained in our charter, and any other provision authorized by Delaware law in force at such time may be added in the manner prescribed by our charter or by applicable law, and all rights, preferences and privileges conferred upon stockholders, directors or any other persons pursuant to the charter are granted subject to the foregoing reservation of rights. Notwithstanding the foregoing, no amendment, modification or repeal to our charter provisions relating to indemnification or the exculpation of directors shall adversely affect any right or protection existing under our charter immediately prior to such amendment, modification or repeal.

Bylaw Amendments

Our board of directors has the power to amend, modify or repeal our bylaws or adopt any new provision authorized by the laws of the State of Delaware in force at such time. Under our charter, the stockholders have the power to amend, modify or repeal our bylaws, or adopt any new provision authorized by the laws of the State of Delaware in force at such time, at a duly called meeting of the stockholders, solely with, notwithstanding any other provisions of our bylaws or any provision of law which might otherwise permit a lesser vote or no vote, the affirmative vote of 66 2/3% of the voting power of our capital stock enabled to vote generally.

Advance Notice of Director Nominations and New Business

Our bylaws provide that, with respect to an annual meeting of stockholders, nominations of individuals for election to our board of directors and the proposal of other business to be considered by our stockholders at an annual meeting of stockholders may be made only (i) pursuant to our notice of the meeting, (ii) by or at the direction of our board of directors, or (iii) by a stockholder who was a stockholder of record both at the time such stockholder gives the Company the requisite notice of such nomination or business and at the time of the meeting, who is entitled to vote at the meeting and who has complied with the notice procedures set forth in our bylaws, including a requirement to provide certain information about the stockholder and its affiliates and the nominee or business proposal, as applicable.

With respect to special meetings of stockholders, only the business specified in our notice of meeting may be brought before the meeting. Nominations of persons for election to our board of directors may be made at a

special meeting of stockholders at which directors are to be elected only (i) by or at the direction of our board of directors, or (ii) provided that our board of directors has determined that a purpose of the special meeting is to elect directors, by a stockholder who was a stockholder of record both at the time such stockholder gives the Company the requisite notice of such nomination or business and at the time of the special meeting, who is entitled to vote at the meeting and upon such election and who has complied with the notice procedures set forth in our bylaws, including a requirement to provide certain information about the stockholder and its affiliates and the nominee.

Anti-Takeover Provisions

Our charter and bylaws and Delaware law contain provisions that may delay or prevent a transaction or a change in control of the Company that might involve a premium paid for shares of our common stock or otherwise be in the best interests of our stockholders, which could adversely affect the market price of our common stock. Certain of these provisions are described below.

Selected provisions of our charter and bylaws. Our charter and/or bylaws contain anti-takeover provisions that:

- authorize our board of directors, without further action by the stockholders, to issue up to 50 million shares of preferred stock in one or more series, and with respect to each series, to fix the number of shares constituting that series, the powers, rights and preferences of the shares of that series, and the qualifications, limitations and restrictions of that series;
- require that actions to be taken by our stockholders may be taken only at an annual or special meeting of our stockholders and not by written consent;
- specify that special meetings of our stockholders can be called only by our board of directors, the chairman of our board of directors, our chief executive officer, or our president;
- provide that our bylaws may be amended by our board of directors without stockholder approval;
- provide that directors may be removed from office only by the affirmative vote of the holders of 66 2/3% of the voting power of our capital stock entitled to vote generally in the election of directors;
- provide that vacancies on our board of directors or newly created directorships resulting from an increase in the number of our directors may be filled only by a vote of a majority of directors then in office, even though less than a quorum;
- provide that, subject to the express rights, if any, of the holders of any series of preferred stock, any amendment, modification or repeal of, or the adoption of any new or additional provision, inconsistent with our charter provisions relating to the removal of directors, exculpation of directors, indemnification, the prohibition against stockholder action by written consent, requires the affirmative vote of the holders of at least 66 2/3% of the voting power of our capital stock entitled to vote generally in the election of directors;
- provide that the stockholders may amend, modify or repeal our bylaws, or adopt new or additional provisions of our bylaws, only with the affirmative vote of 66 2/3% of the voting power of our capital stock entitled to vote generally;
- establish advance notice procedures for stockholders to submit nominations of candidates for election to our board of directors and other proposals to be brought before a stockholders meeting; and
- designate the Delaware Court of Chancery, subject to jurisdictional limits, as the sole and exclusive forum for certain legal claims and actions, including any action asserting a claim of or for breach of a fiduciary duty owed by any of our directors or officers or other employees to us or our stockholders, unless we consent in writing to the selection of an alternative forum.

Delaware Anti-Takeover Statute. In our charter, we elected to be subject to Section 203 of the DGCL, an antitakeover statute. In general, Section 203 of the DGCL prohibits a publicly-held Delaware corporation from

engaging in a "business combination" with an "interested stockholder" for a period of three years following the time the person became an interested stockholder, unless the business combination or the acquisition of shares that resulted in a stockholder becoming an interested stockholder is approved in a prescribed manner. Generally, a "business combination" includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. Generally, an "interested stockholder" is a person who, together with affiliates and associates, owns 15% or more of a corporation's voting stock or is our affiliate or associate and was the owner of 15% or more of our outstanding voting stock at any time within the three-year period immediately before the date of determination. The existence of this provision would be expected to have an anti-takeover effect with respect to transactions not approved in advance by our board of directors, including discouraging attempts that might result in a premium over the market price for the shares of common stock held by stockholders.

Limitations on Liability, Indemnification of Officers and Directors and Insurance

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties as directors, subject to certain exceptions, by provision of the corporation's certificate of incorporation. Our charter contains a provision eliminating the personal liability of our directors to the fullest extent permitted by the DGCL. In addition, our charter includes provisions that require us to indemnify, to the fullest extent allowable under the DGCL, our directors and officers for monetary damages for actions taken as our director or officer, or for serving at our request as a director or officer or another position at another corporation or enterprise, as the case may be. Our charter also provides that we must advance reasonable expenses to our directors and officers, subject to our receipt of an undertaking from the indemnified party as may be required under the DGCL.

We are also expressly authorized by the DGCL to carry directors' and officers' insurance to protect us, our directors, officers and certain employees for some liabilities. The limitation of liability and indemnification and advancements provisions in our charter and bylaws, respectively, may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. However, our charter provision eliminating the personal liability of our directors to the fullest extent permitted by the DGCL does not limit or eliminate our rights, or those of any stockholder, to seek non-monetary relief such as injunction or rescission in the event of a breach of a director's fiduciary duties, including the duty of care. The indemnification provisions will not alter the liability of directors under the federal securities laws. In addition, your investment may be adversely affected to the extent that, in a derivative or direct suit, we pay the litigation costs of our directors and officers and the costs of settlement and damage awards against directors and officers pursuant to these indemnification and advancements provisions. There is currently no pending material litigation or proceeding against any of our directors, officers or employees for which indemnification or advancement is sought.

We maintain standard policies of insurance that provide coverage (i) to our directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (ii) to us with respect to indemnification and advancements payments that we may make to such directors and officers.

We have entered into an indemnification agreement with each of our officers and directors. These agreements require us to indemnify these individuals to the fullest extent permitted under Delaware law against liabilities that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. We believe that the limitation of liability provision in our charter and the indemnification agreements will facilitate our ability to continue to attract and retain qualified individuals to serve as directors and officers.

Insofar as the above described indemnification provisions permit indemnification of directors, officers or persons controlling us for liability arising under the Securities Act, we understand that in the opinion of the SEC, this indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Authorized but Unissued Shares

Our authorized but unissued shares of common stock will be available for future issuance without stockholder approval. We may use additional shares for a variety of purposes, including future offerings to raise additional capital, to fund acquisitions and as employee compensation. The existence of authorized but unissued shares of common stock could render more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is American Stock Transfer & Trust Company, LLC.

National Securities Exchange

Our common stock is listed for trading on the New York Stock Exchange under the ticker symbol “CCS.”

DESCRIPTION OF DEBT SECURITIES

The following description, together with the additional information included in any applicable prospectus supplement, summarizes certain general terms and provisions of the debt securities that may be offered under this prospectus. When a particular series of debt securities is offered and sold, a description of the specific terms of the series will be included in a supplement to this prospectus. The supplement will also indicate to what extent the general terms and provisions described in this prospectus apply to a particular series of debt securities.

The debt securities that may be offered pursuant to this prospectus may be senior, senior subordinated or subordinated obligations, issued in one or more series, and, unless otherwise specified in a supplement to this prospectus, the debt securities will be our direct, unsecured obligations.

The debt securities will be issued under an indenture between us and U.S. Bank National Association, as trustee. Select portions of the indentures to be entered into are summarized below. Please note, however, that the summary below is not complete. The form of the indentures has been filed as an exhibit to the registration statement of which this prospectus forms a part and you should read the form of the indentures for provisions that may be important to you. Capitalized terms used in the summary below and not defined herein have the meanings specified in the form of the indentures.

General

The terms of each series of debt securities will be established by or pursuant to a resolution of our board of directors and set forth or determined in the manner provided in a resolution of our board of directors, in an officer's certificate, or in an indenture or a supplemental indenture. The particular terms of each series of debt securities will be described in a prospectus supplement relating to such series (including any pricing supplement or term sheet).

We can issue an unlimited amount of debt securities under the applicable indenture that may be in one or more series with the same or various maturities, at par, at a premium, or at a discount. The prospectus supplement (including any pricing supplement or term sheet) relating to any series of debt securities being offered will set forth the aggregate principal amount and the other terms of the debt securities, including, if applicable:

- the title and ranking of the debt securities (including the terms of any subordination provisions);
- the price or prices (expressed as a percentage of the principal amount) at which the debt securities will be sold;
- any limit on the aggregate principal amount of the debt securities;
- the date or dates on which the principal of the securities of the series is payable;
- the rate or rates (which may be fixed or variable) per annum or the method used to determine the rate or rates (including any commodity, commodity index, stock exchange index or financial index) at which the debt securities will bear interest, the date or dates from which interest will accrue, the date or dates on which interest will commence and be payable and any regular record date for the interest payable on any interest payment date;
- the place or places where principal of, and interest, if any, on the debt securities will be payable (and the method of such payment), where the securities of such series may be surrendered for registration of transfer or exchange, and where notices and demands to us in respect of the debt securities may be delivered;
- the period or periods within which, the price or prices at which, and the terms and conditions upon which, we may redeem the debt securities;

- any obligation we will have to redeem or purchase the debt securities pursuant to any sinking fund or analogous provisions or at the option of a holder of debt securities, and the period or periods within which, the price or prices at which, and in the terms and conditions upon which, securities of the series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;
- the dates on which and the price or prices at which we will repurchase debt securities at the option of the holders of debt securities and other detailed terms and provisions of these repurchase obligations;
- the denominations in which the debt securities will be issued, if other than denominations of $1,000 and any integral multiple thereof;
- whether the debt securities will be issued in the form of certificated debt securities or global debt securities;
- the portion of principal amount of the debt securities payable upon declaration of acceleration of the maturity date, if other than the principal amount;
- the currency of denomination of the debt securities, which may be United States Dollars or any foreign currency, and if such currency of denomination is a composite currency, the agency or organization, if any, responsible for overseeing such composite currency;
- the designation of the currency, currencies or currency units in which payment of principal of, premium, and interest on the debt securities will be made;
- if payments of principal of, or premium, if any, or interest on the debt securities will be made in one or more currencies or currency units other than that or those in which the debt securities are denominated, the manner in which the exchange rate with respect to these payments will be determined;
- the manner in which the amounts of payment of principal, premium, or interest on the debt securities will be determined, if these amounts may be determined by reference to an index based on a currency or currencies or by reference to a commodity, commodity index, stock exchange index or financial index;
- any provisions relating to any security provided for the debt securities;
- any addition to, deletion of or change in the Events of Default described in this prospectus or set forth in the applicable indenture with respect to the debt securities and any change in the acceleration provisions described in this prospectus or in the applicable indenture with respect to the debt securities;
- any addition to, deletion of or change in the covenants described in this prospectus or set forth in the applicable indenture with respect to the debt securities;
- any depositaries, interest rate calculation agents, exchange rate calculation agents or other agents with respect to the debt securities;
- the provisions, if any, relating to conversion or exchange of any debt securities of such series, including if applicable, the conversion or exchange price and period, provisions as to whether conversion or exchange will be mandatory, the events requiring an adjustment of the conversion or exchange price and provisions affecting conversion or exchange;
- any other terms of the debt securities, which may supplement, modify or delete any provision of the applicable indenture as it applies to that series, including any terms that may be required under applicable law or regulations or advisable in connection with the marketing of the securities; and
- whether any of our direct or indirect subsidiaries will guarantee the debt securities of that series, including the terms of subordination, if any, of such guarantees.

We may issue debt securities that provide for an amount less than their stated principal amount to be due and payable upon declaration of acceleration of their maturity pursuant to the terms of the applicable indenture. Information on the federal income tax considerations and other special considerations applicable to any of these debt securities will be provided in the applicable prospectus supplement.

If the purchase price of any of the debt securities is denominated in a foreign currency or currencies or a foreign currency unit or units, or if the principal of and any premium and interest on any series of debt securities is payable in a foreign currency or currencies or a foreign currency unit or units, then information on the restrictions, elections, general tax considerations, specific terms and other information with respect to that issue of debt securities and such foreign currency or currencies or foreign currency unit or units will be provided in the applicable prospectus supplement.

Transfer and Exchange

Each debt security will be represented by either one or more global securities registered in the name of The Depository Trust Company (which we refer to as "DTC") or a nominee of DTC (which we refer to as a "book-entry debt security"), or a certificate issued in definitive registered form (which is referred to as a "certificated debt security"), as set forth in the applicable prospectus supplement. Except as set forth under the heading "Global Debt Securities and Book-Entry System" below, book-entry debt securities will not be issuable in certificated form.

Certificated Debt Securities. Holders may transfer or exchange certificated debt securities at any office we maintain for this purpose in accordance with the terms of the applicable indenture. No service charge will be made for any transfer or exchange of certificated debt securities, but payment of a sum sufficient to cover any tax or other governmental charge payable in connection with a transfer or exchange may be required.

Holders may effect the transfer of certificated debt securities and the right to receive the principal of, or any premium or interest on, certificated debt securities only by surrendering the certificate representing those certificated debt securities and either reissuance by us or the trustee of the certificate to the new holder or the issuance by us or the trustee of a new certificate to the new holder.

Global Debt Securities and Book-Entry System. Each global debt security representing book-entry debt securities will be deposited with, or on behalf of, DTC, and registered in the name of DTC or a nominee of DTC. Please see the section entitled "Global Securities" in this prospectus for more information.

Covenants

Any restrictive covenants applicable to any issue of debt securities will be set forth in the applicable prospectus supplement.

No Protection in the Event of a Change of Control

Unless stated otherwise in the applicable prospectus supplement, the debt securities will not contain any provisions that may afford holders of the debt securities protection in the event we have a change in control or in the event of a highly leveraged transaction (whether or not such transaction results in a change in control) that could adversely affect holders of debt securities.

Consolidation, Merger and Sale of Assets

We may not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of our properties and assets to any person (a "successor person") unless:

- we are the surviving person or the successor person (if other than us) is a person that is organized and validly existing under the laws of any U.S. domestic jurisdiction and expressly assumes our obligations on the debt securities and under the applicable indenture; and
- immediately prior to and immediately after giving effect to the transaction, no Default shall have occurred and be continuing.

Notwithstanding the above, any of our subsidiaries may consolidate with, merge into, or transfer all or part of its properties to, us.

Events of Default

"Event of Default" means with respect to any series of debt securities, any of the following:

- default in the payment of any interest upon any debt security of that series when it becomes due and payable, and continuance of such default for a period of 30 days (unless the entire amount of the payment is deposited by us with the trustee or with a paying agent prior to the expiration of the 30-day period);
- default in the payment of principal of any security of that series when it becomes due and payable, whether at stated maturity, upon redemption, upon purchase, upon acceleration or otherwise;
- default in the performance or breach of any other covenant or warranty by us in the applicable indenture (other than a covenant or warranty that has been included in the applicable indenture solely for the benefit of a series of debt securities other than that series), which default continues uncured for a period of 60 days after we receive written notice from the trustee, or we and the trustee receive written notice from the holders of not less than 25% in principal amount of the outstanding debt securities of that series as provided in the applicable indenture;
- certain voluntary or involuntary events of bankruptcy, insolvency or reorganization of the Company; and
- any other Event of Default provided with respect to debt securities of that series that is described in the applicable prospectus supplement.

No Event of Default with respect to a particular series of debt securities (except as to certain events of bankruptcy, insolvency or reorganization) necessarily constitutes an Event of Default with respect to any other series of debt securities. The occurrence of certain Events of Default or an acceleration under the applicable indenture may constitute an event of default under certain other of our indebtedness or indebtedness of our subsidiaries outstanding from time to time.

We will provide the trustee written notice of any Default or Event of Default within 30 days of becoming aware of the occurrence of such Default or Event of Default, which notice will describe in reasonable detail the status of such Default or Event of Default and what action we are taking or propose to take in respect thereof.

If an Event of Default with respect to debt securities of any series at the time outstanding occurs and is continuing, then the trustee or the holders of not less than 25% in principal amount of the outstanding debt securities of that series may, by a notice in writing to us (and to the trustee if given by the holders), declare to be due and payable immediately the principal of (or, if the debt securities of that series are discount securities, that portion of the principal amount as may be specified in the terms of that series) and accrued and unpaid interest, if any, on all debt securities of that series. In the case of an Event of Default resulting from certain events of bankruptcy, insolvency or reorganization, the principal (or such specified amount) of and accrued and unpaid interest, if any, on all outstanding debt securities or the applicable series will become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder of outstanding debt securities. At any time after a declaration of acceleration with respect to debt securities of any series has been made, but before a judgment or decree for payment of the money due has been obtained by the trustee, the holders of a majority in principal amount of the outstanding debt securities of that series may rescind and annul the acceleration if all Events of Default, other than the non-payment of accelerated principal and interest, if any, with respect to debt securities of that series, have been cured or waived as provided in the applicable indenture. Please refer to the prospectus supplement relating to any series of debt securities that are discount securities for the particular provisions relating to acceleration of a portion of the principal amount of such discount securities upon the occurrence of an Event of Default.

The applicable indenture will provide that the trustee may refuse to perform any duty or exercise any of its rights or powers under the applicable indenture unless the trustee receives indemnity satisfactory to it against any cost, liability or expense which might be incurred by it in performing such duty or exercising such right or power. Subject to certain rights of the trustee, the holders of a majority in principal amount of the outstanding debt securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the debt securities of that series.

No holder of any debt security of any series will have any right to institute any proceeding, judicial or otherwise, with respect to the applicable indenture or for the appointment of a receiver or trustee, or for any remedy under the applicable indenture, unless:

- that holder has previously given to the trustee written notice of a continuing Event of Default with respect to debt securities of that series; and
- the holders of not less than 25% in principal amount of the outstanding debt securities of that series have made written request, and offered indemnity or security satisfactory to the trustee, to the trustee to institute the proceeding as trustee, and the trustee has not received from the holders of not less than a majority in principal amount of the outstanding debt securities of that series a direction inconsistent with that request and has failed to institute the proceeding within 60 days.

Notwithstanding any other provision in the applicable indenture, the holder of any debt security will have an absolute and unconditional right to receive payment of the principal of, premium and any interest on that debt security on or after the due dates expressed in that debt security and to institute suit for the enforcement of payment.

The applicable indenture will require us to furnish to the trustee annually a statement as to compliance with the applicable indenture. If a Default or Event of Default occurs and is continuing with respect to the securities of any series and if it is known to a responsible officer of the trustee, then the trustee must mail to each holder of the securities of that series notice of a Default or Event of Default within 90 days after it occurs or, if later, 30 days after a responsible officer of the trustee has knowledge of such Default or Event of Default. The applicable indenture will provide that the trustee may withhold notice to the holders of debt securities of any series of any Default or Event of Default (except in payment on any debt securities of that series) with respect to debt securities of that series if the trustee determines in good faith that withholding notice is in the interest of the holders of those debt securities.

Modification and Waiver

We, the applicable guarantors, if any, and the trustee may modify, amend or supplement the applicable indenture or the debt securities of any series without the consent of any holder of any debt security:

- to cure any ambiguity, defect or inconsistency;
- to comply with covenants in the applicable indenture described above under the heading “Consolidation, Merger and Sale of Assets”;
- to provide for uncertificated securities in addition to or in place of certificated securities;
- to add guarantees with respect to debt securities of any series or secure debt securities of any series;
- to release any applicable guarantor from any of its obligations under its applicable guarantee of the applicable indenture (to the extent permitted by the applicable indenture);
- to surrender any of our rights or powers under the applicable indenture;
- to add covenants or events of default for the benefit of the holders of debt securities of any series;

- to comply with the applicable procedures of the applicable depositary;
- to make any change that does not adversely affect the rights of any holder of debt securities;
- to conform the text of the applicable indenture, the applicable guarantees or the applicable securities to any provision of the "Description of Notes" section of an applicable prospectus supplement;
- to provide for the issuance of and establish the form and terms and conditions of debt securities of any series as permitted by the applicable indenture;
- to effect the appointment of a successor trustee with respect to the debt securities of any series and to add to or change any of the provisions of the applicable indenture to provide for or facilitate administration by more than one trustee;
- to allow any applicable guarantor to execute a supplemental indenture or guarantee with respect to the applicable securities; or
- to comply with requirements of the SEC or changes to applicable law.

We may also modify and amend the applicable indenture with the consent of the holders of at least a majority in principal amount of the outstanding debt securities of each series affected by the modifications or amendments. We may not make any modification or amendment without the consent of the holders of each affected debt security then outstanding if that amendment will:

- reduce the amount of debt securities whose holders must consent to an amendment, supplement or waiver;
- reduce the rate of or extend the time for payment of interest (including default interest) on any debt security;
- reduce the principal of or premium on or change the fixed maturity of any debt security or reduce the amount of, or postpone the date fixed for, the payment of any sinking fund or analogous obligation with respect to any series of debt securities;
- reduce the principal amount of discount securities payable upon acceleration of maturity;
- waive a default in the payment of the principal of, premium or interest on any debt security (except a rescission of acceleration of the debt securities of any series by the holders of at least a majority in aggregate principal amount of the then outstanding debt securities of that series and a waiver of the payment default that resulted from such acceleration);
- make the principal of or premium or interest on any debt security payable in currency other than that stated in the debt security;
- make any change to certain provisions of the applicable indenture relating to, among other things, the right of holders of debt securities to receive payment of the principal of, premium and interest on those debt securities and to institute suit for the enforcement of any such payment and to waivers or amendments;
- release any applicable guarantor from any of its obligations under its applicable guarantee or the applicable indenture, except as permitted by the applicable indenture; or
- waive a redemption payment with respect to any debt security.

Except for certain specified provisions, the holders of at least a majority in principal amount of the outstanding debt securities of any series may on behalf of the holders of all debt securities of that series waive compliance by us or any guarantor of debt securities of that series with provisions of the applicable indenture or guarantee. The holders of a majority in principal amount of the outstanding debt securities of any series may on behalf of the holders of all the debt securities of such series waive any past default under the applicable indenture

with respect to that series and its consequences, except a default in the payment of the principal of, premium or any interest on any debt security of that series; provided, however, that the holders of a majority in principal amount of the outstanding debt securities of any series may rescind an acceleration and its consequences, including any related payment default that resulted from the acceleration.

Defeasance of Debt Securities and Certain Covenants in Certain Circumstances

Legal Defeasance. The applicable indenture will provide that, unless otherwise provided by the terms of the applicable series of debt securities, we and the guarantors, if any, may be discharged from any and all obligations in respect of the debt securities of any series (subject to certain exceptions). We will be so discharged upon the deposit with the trustee, in trust, of money and/or U.S. government obligations or, in the case of debt securities denominated in a single currency other than U.S. Dollars, government obligations of the government that issued or caused to be issued such currency, that, through the payment of interest and principal in accordance with their terms, will provide money or U.S. government obligations in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants or investment bank to pay and discharge each installment of principal, premium and interest on and any mandatory sinking fund payments in respect of the debt securities of that series on the stated maturity of those payments in accordance with the terms of the applicable indenture and those debt securities.

This discharge may occur only if, among other things, we have delivered to the trustee an opinion of counsel stating that we have received from, or there has been published by, the United States Internal Revenue Service a ruling or, since the date of execution of the applicable indenture, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of the debt securities of that series will not recognize income, gain or loss for United States federal income tax purposes as a result of the deposit, defeasance and discharge and will be subject to United States federal income tax on the same amounts and in the same manner and at the same times as would have been the case if the deposit, defeasance and discharge had not occurred.

Defeasance of Certain Covenants. The applicable indenture will provide that, unless otherwise provided by the terms of the applicable series of debt securities, upon compliance with certain conditions:

- we and any guarantor, if applicable, may omit to comply with the covenant described under the heading “Consolidation, Merger and Sale of Assets” and certain other covenants set forth in the applicable indenture, as well as any additional covenants that may be set forth in the applicable prospectus supplement; and
- any omission to comply with those covenants will not constitute a Default or an Event of Default with respect to the debt securities of that series (“covenant defeasance”).

The conditions include:

- we or, if applicable, any guarantor(s), must deposit, or cause to be irrevocably deposited, with the trustee money and/or U.S. government obligations or, in the case of debt securities denominated in a single currency other than U.S. Dollars, government obligations of the government that issued or caused to be issued such currency, that, through the payment of interest and principal in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants or investment bank to pay and discharge each installment of principal of, premium and interest on and any mandatory sinking fund payments in respect of the debt securities of that series on the stated maturity of those payments in accordance with the terms of the applicable indenture and those debt securities; and
- we or, if applicable, any guarantor(s), must deliver to the trustee an opinion of counsel to the effect that the beneficial owners of the debt securities of that series will not recognize income, gain or loss for United States federal income tax purposes as a result of the deposit and related defeasance and will be

subject to United States federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and related defeasance had not occurred.

No Personal Liability of Directors, Officers, Employees or Stockholders

None of our past, present or future directors, officers, employees or stockholders, as such, will have any liability for any of our obligations under the debt securities or the applicable indenture or for any claim based on, or in respect or by reason of, such obligations or their creation. By accepting a debt security, each holder waives and releases all such liability. This waiver and release is part of the consideration for the issue of the debt securities. However, this waiver and release may not be effective to waive liabilities under U.S. federal securities laws, and it is the view of the SEC that such a waiver is against public policy.

Governing Law

The applicable indenture and the debt securities, including any claim or controversy arising out of or relating to such indenture or debt securities, will be governed by the laws of the State of New York.

DESCRIPTION OF WARRANTS

We may issue warrants for the purchase of shares of our common stock or preferred stock or of debt securities. We may issue warrants independently or together with other securities, and the warrants may be attached to or separate from any other offered securities. Each series of warrants will be issued under a separate warrant agreement to be entered into between us and the investors or a warrant agent. The summary of the material provisions of the warrants and warrant agreements in this prospectus and in any applicable prospectus supplement are subject to, and qualified in their entirety by reference to, all the provisions of the warrant agreement and warrant certificate applicable to a particular series of warrants. The terms of any warrants offered under a prospectus supplement may differ from the terms described below. We urge you to read the applicable prospectus supplement and any related free writing prospectus, as well as the complete warrant agreements and warrant certificates that contain the terms of the warrants.

The particular terms of any issue of warrants will be described in the applicable prospectus supplement relating to the issue. Those terms may include:

- the number of shares of common stock or preferred stock purchasable upon the exercise of warrants to purchase such shares and the price at which such number of shares may be purchased upon such exercise;
- the designation, stated value and terms (including, without limitation, liquidation, dividend, conversion and voting rights) of the series of preferred stock purchasable upon exercise of warrants to purchase preferred stock;
- the principal amount of debt securities that may be purchased upon exercise of a debt warrant and the exercise price for the warrants, which may be payable in cash, securities or other property;
- the date, if any, on and after which the warrants and the related debt securities, preferred stock or common stock will be separately transferable;
- the terms of any rights to redeem or call the warrants;
- the date on which the right to exercise the warrants will commence and the date on which the right will expire;
- United States federal income tax consequences applicable to the warrants; and
- any additional terms of the warrants, including terms, procedures, and limitations relating to the exchange, exercise and settlement of the warrants.

Each warrant will entitle its holder to purchase the number of shares of common stock or preferred stock or the principal amount of debt securities at the exercise price set forth in, or calculable as set forth in, the applicable prospectus supplement. Unless we otherwise specify in the applicable prospectus supplement, holders of the warrants may exercise the warrants at any time up to the specified time on the expiration date that we set forth in the applicable prospectus supplement. After the close of business on the expiration date, unexercised warrants will become void.

A holder of warrant certificates may exchange them for new warrant certificates of different denominations, present them for registration of transfer and exercise them at the corporate trust office of the warrant agent or any other office indicated in the applicable prospectus supplement. Until any warrants to purchase debt securities are exercised, the holder of the warrants will not have any rights of holders of the debt securities that can be purchased upon exercise, including any rights to receive payments of principal, premium or interest on the underlying debt securities or to enforce covenants in the applicable indenture. Until any warrants to purchase common stock or preferred stock are exercised, the holders of the warrants will not have any rights of holders of the underlying common stock or preferred stock, including, but not limited to, any rights to:

- to vote or consent to any action;

- receive dividends or payments with respect to the underlying common stock or preferred stock, if any;
- receive notice as stockholders with respect to any meeting of stockholders for the election of our directors or any other matter; or
- exercise any other rights as stockholders of the Company.

DESCRIPTION OF UNITS

We may issue units consisting of any combination of the other types of securities offered under this prospectus in one or more series. We may evidence each series of units by unit certificates that we will issue under a separate agreement. We may enter into unit agreements with a unit agent. Each unit agent will be a bank or trust company that we select. We will indicate the name and address of the unit agent in the applicable prospectus supplement relating to a particular series of units.

The following description, together with the additional information included in any applicable prospectus supplement, summarizes the general features of the units that we may offer under this prospectus. You should read any prospectus supplement and any free writing prospectus that we may authorize to be provided to you related to the series of units being offered, as well as the complete unit agreements that contain the terms of the units. Specific unit agreements will contain additional important terms and provisions, and we will file as an exhibit to the registration statement of which this prospectus forms a part, or will incorporate by reference from another report that we file with the SEC, the form of each unit agreement relating to units offered under this prospectus.

If we offer any units, certain terms of that series of units will be described in the applicable prospectus supplement, including, without limitation, the following, as applicable:

- the title of the series of units;
- identification and description of the separate constituent securities comprising the units;
- the price or prices at which the units will be issued;
- the date, if any, on and after which the constituent securities comprising the units will be separately transferable;
- a discussion of certain United States federal income tax considerations applicable to the units; and
- any other terms of the units and their constituent securities.

DESCRIPTION OF GUARANTEES OF DEBT SECURITIES

The debt securities offered and sold pursuant to this prospectus may be guaranteed by one or more guarantors, and to the extent applicable, will be described in the applicable prospectus supplement. Each guarantee will be issued under a supplement to the applicable indenture and/or a notation of guarantee. The prospectus supplement relating to a particular issue of guarantees will describe the terms of those guarantees, including the following, to the extent applicable:

- the series of debt securities to which the guarantees apply;
- whether the guarantees are secured or unsecured;
- whether the guarantees are senior, senior subordinated or subordinated;
- the terms under which the guarantees may be amended, modified, waived, released or otherwise terminated, if different from the provisions applicable to the guaranteed debt securities; and
- any additional terms of the guarantees.

GLOBAL SECURITIES

Book-Entry, Delivery and Form

Unless we indicate differently in a prospectus supplement, the securities initially will be issued in book-entry form and represented by one or more global notes or global securities (which we refer to collectively as "global securities"). The global securities will be deposited with, or on behalf of, The Depository Trust Company, New York, New York, as depositary (which we refer to as "DTC"), and registered in the name of Cede & Co., the nominee of DTC. Unless and until it is exchanged for individual certificates evidencing securities under the limited circumstances described below, a global security may not be transferred except as a whole by the depositary to its nominee or by the nominee to the depositary, or by the depositary or its nominee to a successor depositary or to a nominee of the successor depositary.

DTC has advised us that it is:

- a limited-purpose trust company organized under the New York Banking Law;
- a "banking organization" within the meaning of the New York Banking Law;
- a member of the Federal Reserve System;
- a "clearing corporation" within the meaning of the New York Uniform Commercial Code; and
- a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended (which we refer to as the "Exchange Act").

DTC holds securities that its participants deposit with DTC. DTC also facilitates the settlement among its participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in participants' accounts, thereby eliminating the need for physical movement of securities certificates. "Direct participants" in DTC include securities brokers and dealers, including underwriters, banks, trust companies, clearing corporations and other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (which we refer to as "DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others, which we sometimes refer to as indirect participants, that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly. The rules applicable to DTC and its participants are on file with the SEC.

Purchases of securities under the DTC system must be made by or through direct participants, which will receive a credit for the securities on DTC's records. The ownership interest of the actual purchaser of a security, which we sometimes refer to as a beneficial owner, is in turn recorded on the direct and indirect participants' records. Beneficial owners of securities will not receive written confirmation from DTC of their purchases. However, beneficial owners are expected to receive written confirmations providing details of their transactions, as well as periodic statements of their holdings, from the direct or indirect participants through which they purchased securities. Transfers of ownership interests in global securities are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the global securities, except under the limited circumstances described below.

To facilitate subsequent transfers, all global securities deposited by direct participants with DTC will be registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of securities with DTC and their registration in the name of Cede & Co. or such other nominee will not change the beneficial ownership of the securities. DTC has no knowledge of the actual beneficial owners of the securities. DTC's records reflect only the identity of the direct participants to whose accounts the securities are credited, which may or may not be the beneficial owners. The participants are responsible for keeping account of their holdings on behalf of their customers.

So long as the securities are in book-entry form, you will receive payments and may transfer securities only through the facilities of the depositary and its direct and indirect participants. We will maintain an office or agency in the location specified in the prospectus supplement for the applicable securities, where notices and demands in respect of the securities and the indenture may be delivered to us and where certificated securities may be surrendered for payment, registration of transfer or exchange.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any legal requirements in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the securities of a particular series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in the securities of such series to be redeemed.

Neither DTC nor Cede & Co. (or such other DTC nominee) will consent or vote with respect to the securities. Under its usual procedures, DTC will mail an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns the consenting or voting rights of Cede & Co. to those direct participants to whose accounts the securities of such series are credited on the record date, identified in a listing attached to the omnibus proxy.

So long as securities are in book-entry form, we will make payments on those securities to the depositary or its nominee, as the registered owner of such securities, by wire transfer of immediately available funds. If securities are issued in definitive certificated form under the limited circumstances described below, we will have the option of making payments by check mailed to the addresses of the persons entitled to payment or by wire transfer to bank accounts in the United States designated in writing to the applicable trustee or other designated party at least 15 days before the applicable payment date by the persons entitled to payment, unless a shorter period is satisfactory to the applicable trustee or other designated party.

Redemption proceeds, distributions and dividend payments on the securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit direct participants' accounts upon DTC's receipt of funds and corresponding detail information from us on the payment date in accordance with their respective holdings shown on DTC records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the account of customers in bearer form or registered in "street name." Those payments will be the responsibility of participants and not of DTC or us, subject to any statutory or regulatory requirements in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is our responsibility, disbursement of payments to direct participants is the responsibility of DTC, and disbursement of payments to the beneficial owners is the responsibility of direct and indirect participants.

Except under the limited circumstances described below, purchasers of securities will not be entitled to have securities registered in their names and will not receive physical delivery of securities. Accordingly, each beneficial owner must rely on the procedures of DTC and its participants to exercise any rights under the securities and the indenture.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of securities in definitive form. Those laws may impair the ability to transfer or pledge beneficial interests in securities.

DTC may discontinue providing its services as securities depositary with respect to the securities at any time by giving reasonable notice to us. Under such circumstances, in the event that a successor depositary is not obtained, securities certificates are required to be printed and delivered.

As noted above, beneficial owners of a particular series of securities generally will not receive certificates representing their ownership interests in those securities. However, if:

- DTC notifies us that it is unwilling or unable to continue as a depositary for the global security or securities representing such series of securities or if DTC ceases to be a clearing agency registered under the Exchange Act at a time when it is required to be registered and a successor depositary is not appointed within 90 days of the notification to us or of our becoming aware of DTC's ceasing to be so registered, as the case may be;
- we determine, in our sole discretion, not to have such securities represented by one or more global securities; or
- an event of default has occurred and is continuing with respect to such series of securities,

we will prepare and deliver certificates for such securities in exchange for beneficial interests in the global securities. Any beneficial interest in a global security that is exchangeable under the circumstances described in the preceding sentence will be exchangeable for securities in definitive certificated form registered in the names that the depositary directs. It is expected that these directions will be based upon directions received by the depositary from its participants with respect to ownership of beneficial interests in the global securities.

We have obtained the information in this section and elsewhere in this prospectus concerning DTC and DTC's book-entry system from sources that are believed to be reliable, but we take no responsibility for the accuracy of this information.

PLAN OF DISTRIBUTION

We may sell the securities from time to time pursuant to underwritten public offerings, negotiated transactions, block trades or a combination of these methods, through underwriters, dealers or agents, and/or directly to one or more purchasers. The securities may be distributed from time to time in one or more transactions:

- at a fixed price or prices, which may be changed;
- at market prices prevailing at the time of sale;
- at prices related to such prevailing market prices; or
- at negotiated prices.

When we sell securities covered by this prospectus, we may provide a prospectus supplement or supplements that will describe the method of distribution and set forth the terms and conditions of the offering of such securities, including the offering price of the securities and the proceeds to us, if applicable.

Offers to purchase the securities being offered by this prospectus may be solicited directly. Agents may also be designated to solicit offers to purchase the securities from time to time. Any agent involved in the offer or sale of our securities will be identified in a prospectus supplement.

If a dealer is utilized in the sale of the securities being offered by this prospectus, the securities will be sold to the dealer, as principal. The dealer may then resell the securities to the public at varying prices to be determined by the dealer at the time of resale.

If an underwriter is utilized in the sale of the securities being offered by this prospectus, an underwriting agreement will be executed with the underwriter at the time of sale and the name of any underwriter will be provided in the prospectus supplement that the underwriter will use to make resales of the securities to the public. In connection with the sale of the securities, we or the purchasers of securities for whom the underwriter may act as agent, may compensate the underwriter in the form of underwriting discounts or commissions. The underwriter may sell the securities to or through dealers, and those dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for which they may act as agent. Unless otherwise indicated in a prospectus supplement, an agent will be acting on a best efforts basis and a dealer will purchase securities as a principal, and may then resell the securities at varying prices to be determined by the dealer.

Any compensation paid to underwriters, dealers or agents in connection with the offering of the securities, and any discounts, concessions or commissions allowed by underwriters to participating dealers, will be disclosed in the applicable prospectus supplement. Underwriters, dealers and agents participating in the distribution of the securities may be deemed to be underwriters within the meaning of the Securities Act, and any discounts and commissions received by them and any profit realized by them on resale of the securities may be deemed to be underwriting discounts and commissions. We may enter into agreements to indemnify underwriters, dealers and agents against civil liabilities, including liabilities under the Securities Act, or to contribute to payments they may be required to make in respect thereof and to reimburse those persons for certain expenses.

Our common stock is listed for trading on the New York Stock Exchange under the ticker symbol “CCS,” but any other securities will be new issues of securities with no established trading market and may or may not be listed on a national securities exchange. Any underwriters, dealers or agents to or through which the securities are sold by us may make a market in the securities, but these underwriters, dealers or agents will not be obligated to do so and any of them may discontinue any market making at any time without notice. No assurance can be given as to the liquidity of or trading market for any securities sold by us.

To facilitate the offering of the securities, certain persons participating in the offering may engage in transactions that stabilize, maintain or otherwise affect the price of the securities. This may include over-allotments or short sales of the securities, which involve the sale by persons participating in the offering of more securities than were sold to them. In these circumstances, these persons would cover such overallotments or short positions by making purchases in the open market or by exercising their over-allotment option, if any. In addition, these persons may stabilize or maintain the price of the securities by bidding for or purchasing securities in the open market or by imposing penalty bids, whereby selling concessions allowed to dealers participating in the offering may be reclaimed if securities sold by them are repurchased in connection with stabilization transactions. The effect of these transactions may be to stabilize or maintain the market price of the securities at a level above that which might otherwise prevail in the open market. These transactions may be discontinued at any time.

If indicated in the applicable prospectus supplement, underwriters or other persons acting as agents may be authorized to solicit offers by institutions or other suitable purchasers to purchase the securities at the public offering price set forth in the prospectus supplement, pursuant to delayed delivery contracts providing for payment and delivery on the date or dates stated in the prospectus supplement. These purchasers may include, among others, commercial and savings banks, insurance companies, pension funds, investment companies and educational and charitable institutions. Delayed delivery contracts will be subject to the condition that the purchase of the securities covered by the delayed delivery contracts will not at the time of delivery be prohibited under the laws of any jurisdiction in the United States to which the purchaser is subject. The underwriters and agents will not have any responsibility with respect to the validity or performance of these contracts.

We may engage in at the market offerings into an existing trading market in accordance with Rule 415(a)(4) under the Securities Act. In addition, we may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement so indicates, in connection with those derivatives, the third parties may sell securities covered by this prospectus and the applicable prospectus supplement, including in short sale transactions. If so, the third party may use securities pledged by us or borrowed from us or others to settle those sales or to close out any related open borrowings of stock, and may use securities received from us in settlement of those derivatives to close out any related open borrowings of stock. The third party in such sale transactions will be an underwriter and, if not identified in this prospectus, will be named in the applicable prospectus supplement (or a post-effective amendment). In addition, we may otherwise loan or pledge securities to a financial institution or other third party that in turn may sell the securities short using this prospectus and an applicable prospectus supplement. Such financial institution or other third party may transfer its economic short position to investors in our securities or in connection with a concurrent offering of other securities.

The specific terms of any lock-up provisions in respect of any given offering will be described in the applicable prospectus supplement.

In compliance with the guidelines of the Financial Industry Regulatory Authority, Inc. (which we refer to as “FINRA”), the aggregate maximum consideration, discount, commission, agency fees or other items constituting underwriting compensation to be received by any FINRA member or independent broker-dealer may not exceed 8% of the aggregate proceeds from any offering pursuant to this prospectus.

Any underwriters, dealers and agents utilized in the sale of the securities being offered by this prospectus may also engage in transactions with us, or perform services for us, in the ordinary course of business for which they receive compensation.

LEGAL MATTERS

Certain legal matters relating to the offering, sale and issuance of the securities offered hereby will be passed upon for us by Greenberg Traurig, LLP, Los Angeles, California. Additional legal matters may be passed upon for any underwriters, dealers or agents, by counsel that will be named in the applicable prospectus supplement.

EXPERTS

The consolidated financial statements of Century Communities, Inc. appearing in our Annual Report (Form 10-K) for the year ended December 31, 2017, and the effectiveness of Century Communities, Inc.'s internal control over financial reporting as of December 31, 2017, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated by reference into this prospectus. Such consolidated financial statements are incorporated by reference into this prospectus in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements incorporated in this prospectus by reference from UCP, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2016, and the effectiveness of UCP, Inc.'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.

INFORMATION INCORPORATED BY REFERENCE

The SEC's rules allow us to "incorporate by reference" information that we file with the SEC. This means that we can disclose important information to you by referring you to another document filed separately with the SEC under the Securities Exchange Act of 1934, as amended (which we refer to as the "Exchange Act"). The information incorporated by reference is deemed to be part of this prospectus, and subsequent information that we file with the SEC will automatically update and supersede that information. Any statement contained in a previously filed document incorporated by reference will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus modifies or replaces that statement. We have filed with the SEC, and incorporate by reference into this prospectus and any accompanying prospectus supplement, the documents listed below:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2017 filed on March 2, 2018, including portions of our Definitive Proxy Statement on Schedule 14A filed on March 28, 2018 to the extent specifically incorporated by reference therein;
- our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018 filed with the SEC on May 9, 2018;
- our Current Reports on Form 8-K filed on January 2, 2018, May 10, 2018, June 8, 2018, and June 22, 2018;
- the audited consolidated financial statements of UCP, Inc. as of December 31, 2016 and 2015 and for each of the three years in the period ended December 31, 2016, and the notes related thereto, that are incorporated by reference to UCP, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2016 filed with the SEC on March 3, 2017; and
- the description of our common stock contained in our Registration Statement on Form 8-A filed on June 12, 2014, and any amendment or report filed with the SEC for the purpose of updating such description.

Any documents we file pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of filing of the registration statement and prior to the effectiveness of the registration statement, and any documents we file pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and prior to the termination of the offering of the securities to which this prospectus relates, will automatically be deemed to be incorporated by reference in this prospectus and to be part hereof from the date of filing those documents. Any statement contained in this prospectus or in a document incorporated by reference shall be deemed to be modified or superseded for all purposes to the extent that a statement contained in this prospectus or in any other document which is also incorporated by reference modifies or supersedes that statement. We are not, however, incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed "filed" with the SEC, including any information furnished pursuant to Item 2.02 or Item 7.01 of Form 8-K or related exhibits furnished pursuant to Item 9.01 of Form 8-K.

We will provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon such person's written or oral request, a copy of any of the information incorporated by reference in this prospectus (other than exhibits to such documents, unless such exhibits are specifically incorporated by reference into the information that this prospectus incorporates). Requests should be directed to:

Century Communities, Inc.
Attention: Corporate Secretary
8390 East Crescent Parkway, Suite 650
Greenwood Village, Colorado 80111
(303) 770-8300

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-3 under the Securities Act of 1933, as amended (which we refer to as the "Securities Act"), with respect to the offer and sale of the offered securities. This prospectus, which constitutes part of that registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules which are part of the registration statement. Some items included in the registration statement are omitted from the prospectus in accordance with the rules and regulations of the SEC. For further information with respect to us and the offer and sale of the offered securities, we refer you to the registration statement and the accompanying exhibits. With respect to statements in this prospectus about the contents of any contract, agreement or other document, we refer you to the copy of such contract, agreement or other document filed or incorporated by reference as an exhibit to the registration statement, and each such statement is qualified in all respects by reference to the document to which it refers.

We are subject to the information and periodic reporting requirements of the Exchange Act, and we file periodic reports, proxy statements and other information with the SEC. A copy of the registration statement and the accompanying exhibits and any other document we file with the SEC may be inspected without charge at the SEC's Public Reference Room located 100 F Street, N.E., Washington, D.C. 20549, and copies of all or any part of the registration statement may be obtained from this office upon the payment of the fees prescribed by the SEC. Further information on the operation of the SEC's Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. In addition, our filings with the SEC are available to the public on the SEC's website at www.sec.gov.

We maintain a website at www.centurycommunities.com. You may access our periodic reports, proxy statements and other information that we file with, or furnish to, the SEC free of charge at this website as soon as reasonably practicable after such materials are electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website, however, is not incorporated by reference into, and is not and should not be deemed to be a part of, this prospectus.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

On August 4, 2017, pursuant to the Agreement and Plan of Merger, dated April 10, 2017 (the "Merger Agreement"), by and among Century Communities, Inc., a Delaware corporation ("Century Communities"), Casa Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Century Communities, and UCP, Inc., a Delaware corporation ("UCP"), UCP merged with and into Casa Acquisition Corp. (the "Merger"), at which time the separate corporate existence of UCP ended, and Casa Acquisition Corp. survived the Merger as the surviving corporation. As a result of the Merger, Casa Acquisition Corp., along with the legacy businesses of UCP and its subsidiaries, became direct and indirect wholly-owned subsidiaries of Century Communities. The following unaudited pro forma condensed combined financial statements have been prepared to illustrate the effect of the Merger. The unaudited pro forma condensed combined financial information is for illustrative and informational purposes only and is not intended to represent or be indicative of what the results of operations would have been had Century Communities operated historically on a stand-alone basis or if the Merger had occurred on the dates indicated. The unaudited pro forma condensed combined financial information should not be considered representative of future consolidated financial condition or consolidated results of operations. Assumptions underlying the pro forma adjustments are described in the accompanying notes and should be read in conjunction with the unaudited pro forma condensed combined financial statements.

In connection with the Merger, each share of Class A Common Stock, par value $0.01 per share, of UCP ("UCP Class A Common Stock") outstanding immediately prior to the consummation of the Merger was converted into the right to receive (i) $5.32 in cash, without any interest thereon, and (ii) 0.2309 of a duly authorized, fully paid and non-assessable share of common stock, par value $0.01 per share, of Century Communities ("Century Communities Common Stock").

The Merger was accounted for as a business combination using the acquisition method of accounting in accordance with Accounting Standards Codification Topic 805, Business Combinations, which established a new basis of accounting for all identifiable assets acquired and liabilities assumed at fair value as of the date control is obtained. Century Communities was treated as the acquirer in the Merger for accounting purposes. Accordingly, Century Communities' cost to purchase UCP was allocated to the assets acquired and the liabilities assumed based upon their respective fair values on the date the Merger was consummated. The total purchase price was paid with approximately $100.2 million in cash and 4.2 million shares of Century Communities Common Stock that was issued in exchange for all outstanding shares of UCP Class A Common Stock. The equity consideration was valued at $108.9 million, based on a per share price of $25.80 for Century Communities Common Stock, which was the closing price of Century Communities Common Stock on August 3, 2017. The transaction had a total enterprise value of approximately $362.0 million, including assumed debt, which was extinguished at close of the transaction, and without deducting acquired cash.

Additionally, each option (each, a "UCP Option") to purchase shares of UCP Class A Common Stock that was outstanding immediately prior to the Merger was automatically, and without any action on the part of the holder thereof, converted into an option to purchase shares of Century Communities Common Stock (an "Adjusted Option") on the same terms and conditions as were applicable under such UCP Option immediately prior to the effective time of the Merger (including vesting terms, conditions and schedules), with the number of shares of Century Communities Common Stock (rounded down to the nearest whole number of shares) subject to such Adjusted Option equal to the product of (i) the total number of shares of UCP Class A Common Stock underlying such UCP Option immediately prior to the effective time of the Merger, multiplied by (ii) the Equity Award Exchange Ratio (as defined below), and with the exercise price applicable to such Adjusted Option to equal the quotient (rounded up to the nearest whole cent) obtained by dividing (a) the exercise price per share applicable to such UCP Option immediately prior to the effective time, by (b) the Equity Award Exchange Ratio. In connection with the transactions contemplated by the Merger Agreement, UCP entered into amendments to employment agreements ("Employment Agreement Amendments") with certain employees of UCP. The Employment Agreement Amendments became effective as of the consummation of the Merger. Under the Employment Agreement Amendments, such employees of UCP agreed to forfeit all of their outstanding UCP

Options, whether vested or unvested, upon the closing of the Merger. The UCP Options which are subject to the Employment Agreement Amendments represent all of the outstanding UCP Options as of the date of the Merger.

Furthermore, each restricted stock unit award with respect to shares of UCP Class A Common Stock (each, a "UCP Restricted Stock Unit") that was outstanding immediately prior to the effective time of the Merger was automatically, and without any action on the part of the holder thereof, converted into a restricted stock unit award with respect to shares of Century Communities Common Stock, with the same terms and conditions as were applicable under such UCP Restricted Stock Unit immediately prior to the effective time of the Merger (including vesting and settlement terms, conditions and schedules), and relating to the number of shares of Century Communities Common Stock equal to the product of (i) the number of shares of UCP Class A Common Stock subject to such UCP Restricted Stock Unit immediately prior to the effective time, multiplied by (ii) the Equity Award Exchange Ratio, with any fractional shares rounded to the nearest whole number of shares of Century Communities Common Stock.

The "Equity Award Exchange Ratio" means the sum of (i) 0.2309 plus (ii) the quotient obtained by dividing (a) $5.32 by (b) the average closing sale price of a share of Century Communities Common Stock as reported on the New York Stock Exchange for the five consecutive trading days ending on and including the second complete trading day immediately preceding the closing date of the Merger, rounded to the nearest ten-thousandth.

The following unaudited pro forma condensed combined statement of operations of Century Communities for the year ended December 31, 2017 gives effect to the Merger as if it had been consummated on January 1, 2017, the beginning of the earliest period presented, and has been developed from and should read in conjunction with the audited consolidated financial statement of Century Communities contained in its Annual Report on Form 10-K for the fiscal year ended December 31, 2017. UCP's historical results are for the period from January 1, 2017 through August 4, 2017, the date of the Merger.

As the acquired assets and assumed liabilities of UCP are included in Century Communities' consolidated balance sheet as of December 31, 2017, no pro forma adjustments are required to our historical financial position as of December 31, 2017.

The historical financial information is adjusted in the unaudited pro forma condensed combined statement of operations to give effect to unaudited pro forma adjustments that are (i) directly attributable to the Merger, (ii) factually supportable, and (iii) with respect to the unaudited pro forma condensed combined statement of operations, expected to have a continuing impact on the consolidated operating results. The unaudited pro forma condensed combined financial statements include certain pro forma adjustments that are intended to provide information about the continuing impact of the Merger on Century Communities' results of operations. The pro forma adjustments reflect the following:

- exchange of each share of UCP Class A Common Stock for 0.2309 of a share of Century Communities Common Stock;
- alignment of UCP's accounting policies to Century Communities' accounting policies;
- transaction costs in connection with the Merger;
- impact of purchase accounting; and
- tax effect of pro forma adjustments at the U.S. federal and state income tax statutory rate.

The unaudited pro forma adjustments included herein are based on currently available information, and may be revised as additional information becomes available and as additional analyses are performed. The unaudited pro forma condensed combined statement of operations does not reflect the expected benefits to be derived from synergies and cost reduction actions expected to be implemented in connection with the Merger, or the impact of

one-time non-recurring costs relating to the Merger, including the costs to achieve expected synergies and cost savings. These revisions, if any, could have a material impact on the accompanying unaudited pro forma condensed combined financial statements and Century Communities' future results of operations and financial position.

The unaudited pro forma condensed combined statement of operations reflects adjustments that, in the opinion of Century Communities' management, are necessary to present fairly the unaudited pro forma condensed combined results of operations for the year ended December 31, 2017. Certain amounts in the UCP historical financial statements have been reclassified to conform to Century Communities' presentation, including "Sales and marketing" presented in "Selling, general, and administrative", and "Impairment on real estate" presented in "Cost of home sales revenues", in the unaudited pro forma condensed combined statement of operations.

The following unaudited pro forma condensed combined financial statements constitute forward-looking information and are subject to certain risks and uncertainties that could cause actual results to differ materially from those anticipated.

Century Communities, Inc.
Unaudited Pro Forma Condensed Combined Statement of Operations
For the Year Ended December 31, 2017

(in thousands, except share and per share amounts)	Historical Century Communities	Historical UCP Inc.	Pro Forma Adjustments	Pro Forma Combined
Revenues				
Homebuilding revenues				
Home sales revenues	$ 1,405,443	$ 246,717	$ —	$ 1,652,160
Land sales and other revenues	8,503	496	—	8,999
	1,413,946	247,213	—	1,661,159
Financial services revenue	9,853	—	—	9,853
Total revenues	1,423,799	247,213	—	1,671,012
Homebuilding Cost of Revenues				
Cost of home sales revenues	(1,153,359)	(200,250)	5,161(a)	(1,334,595)
			13,853(b)	
			— (c)	
Cost of land sales and other revenues	(6,516)	(641)	—	(7,157)
	(1,159,875)	(200,891)	19,014	(1,341,752)
Financial services costs	(8,664)	—	—	(8,664)
Selling, general, and administrative	(176,304)	(33,615)	—	(209,919)
Acquisition expense	(9,905)	(10,934)	9,591(d)	(314)
			10,934(d)	
Equity in income of unconsolidated subsidiaries	12,176	—	—	12,176
Other income (expense)	2,937	518	—	3,455
Income before income tax expense	84,164	2,291	39,539	125,994
Income tax expense	(33,869)	(592)	(13,839)(e)	(48,300)
Net income before noncontrolling interests	50,295	1,699	25,700	77,694
Net income (loss) attributable to noncontrolling interest	—	1,298	(1,298)(f)	—
Net income available to common stockholders	$ 50,295	$ 401	$ 26,998	$ 77,694
Earnings per share:				
Basic	$ 2.06			$ 2.71(g)
Diluted	$ 2.03			$ 2.68(g)
Weighted average common shares outstanding:				
Basic	24,280,871			28,456,725(g)
Diluted	24,555,509			28,760,635(g)

See Notes to Unaudited Pro Forma Condensed Combined Financial Statements.

NOTES TO THE UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

1. Basis of Presentation

On August 4, 2017, Century Communities, Inc., a Delaware corporation ("Century Communities"), completed a Merger with UCP, Inc., a Delaware corporation ("UCP"). As a result of the Merger, Casa Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Century Communities, together with the legacy business and subsidiaries of UCP, became direct and indirect wholly-owned subsidiaries of Century Communities.

Contemporaneously with the Merger, each issued and outstanding share of Class A Common Stock, par value $0.01 per share, of UCP ("UCP Class A Common Stock") was converted into the right to receive (i) $5.32 in cash, without any interest thereon, and (ii) 0.2309 of a duly authorized, fully paid and non-assessable share of common stock, par value $0.01 per share, of Century Communities ("Century Communities Common Stock"). No fractional shares of Century Communities Common Stock were issued in the Merger, and UCP stockholders received cash in lieu of any fractional shares.

The accompanying unaudited pro forma condensed combined financial statements present the pro forma results of operations of the combined company based upon the historical financial statements of Century Communities and UCP, after giving effect to the Merger and adjustments described in these notes, and are intended to reflect the impact of the Merger on Century Communities' consolidated financial statements. The accompanying unaudited pro forma condensed combined financial statements are presented for illustrative purposes only and do not reflect the costs of any integration activities or benefits that may result from realization of future cost savings due to operating efficiencies expected to result from the Merger. Certain amounts in the historical consolidated financial statements of UCP have been reclassified to conform to the Century Communities' presentation, including "Sales and marketing" presented in "Selling, general, and administrative", and "Impairment on real estate" presented in "Cost of home sales revenues", in the unaudited pro forma condensed combined statement of operations.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2017 gives effect to the Merger as if it had been consummated on January 1, 2017, the beginning of the earliest period presented.

As the acquired assets and assumed liabilities of UCP are included in Century Communities' consolidated balance sheet as of December 31, 2017, no pro forma adjustments are required to our historical financial position as of December 31, 2017.

The valuation of the assets and liabilities in these unaudited pro forma condensed combined financial statements is based upon a purchase price of the net assets of approximately $209.0 million, inclusive of acquired cash and cash equivalents. This amount was derived as described above and outlined below in accordance with the Merger Agreement, based on the outstanding shares of UCP Class A Common Stock at August 4, 2017.

The purchase price, inclusive of cash acquired, was calculated as follows:

UCP shares (including noncontrolling interest) as of August 3, 2017	18,085
Cash paid per share	$ 5.32
Cash consideration	$ 96,213
Cash consideration pertaining to stockholder exercising appraisal rights	$ 3,937
Total cash consideration	$ 100,150
UCP shares (including noncontrolling interest) as of August 3, 2017	18,085
Exchange ratio	0.2309
Number of shares of Century Communities Common Stock issued	4,176
Closing price of Century Communities Common Stock on August 3, 2017	$ 25.80
Consideration attributable to common stock	$ 107,737
Total replacement award value	$ 1,149
Total equity consideration	$ 108,886
Total consideration in cash and equity	$ 209,036

The following table summarizes the initial estimate of the fair value of assets acquired and liabilities assumed as of the date of the Merger (in thousands):

Cash and cash equivalents	$ 20,264
Accounts receivable	7,248
Inventories	395,557
Prepaid expenses and other assets	6,988
Property and equipment, net	717
Deferred tax asset, net	7,931
Goodwill	5,092
Total assets	$ 443,797
Accounts payable	$ 10,712
Accrued expenses and other liabilities	71,130
Notes payable	152,919
Total liabilities	234,761
Purchase price / Net equity	$ 209,036

The preliminary purchase price allocation has been used to prepare the pro forma adjustments in the pro forma condensed combined statement of operations. The purchase price accounting reflected above is preliminary and is based upon estimates and assumptions that are subject to change within the measurement period (up to one year from the acquisition date). The measurement period remains open pending the completion of valuation procedures related to the acquired assets and assumed liabilities including inventories and our deferred tax asset.

The unaudited pro forma condensed combined statement of operations reflects the following adjustments:

(a) *Inventories Owned*: Acquired UCP inventories owned (excluding homes under construction and model homes) were adjusted to their estimated fair value in accordance with ASC Topic 820, Fair Value Measurements and Disclosures under a land residual value analysis. Under the land residual value analysis, we estimated what a willing buyer would pay and what a willing seller would sell a parcel of land for (other than in a forced liquidation) in order to generate a market rate gross margin based on projected revenues, costs to develop land, and costs to construct homes within a community. The gross

margin used to calculate land residual values and related fair values was generally consistent with Century Communities' historical margins. This evaluation and the assumptions used by Century Communities' management to determine fair value required a substantial degree of judgment, especially with respect to real estate projects that have a substantial amount of development to be completed, have not started selling or are in the early stages of sales, or are longer-term in duration. This analysis resulted in a step-down of the inventories owned of $34.4 million. Due to the inherent uncertainty in the estimation process, significant volatility in the demand for new housing, and the availability of mortgage financing for potential homebuyers, the fair value of the inventory to be acquired in the Merger may fluctuate.

The step-down in inventories owned is reflected in the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2017 as a decrease in cost of home sales revenues of $5.2 million. The adjustments to the unaudited pro forma condensed combined statement of operations represent the anticipated recognition of the step-down in inventories owned based upon UCP's acquired lot supply, which represented a six to seven year supply of inventory. Accordingly, we estimated approximately 15% of the step-down in inventory will be amortized into cost of home sales revenues for the year ended December 31, 2017. As no benefit for the step down in inventories owned was recognized in our historical statement of operations, no pro forma adjustment is required to reverse historical amortization.

(b) *Homes Under Construction and Model Homes*: Acquired UCP homes under construction and model homes were adjusted to increase their estimated fair value by $19.2 million using the income approach. Revenues associated with the contract with the homebuyer are projected over the life of the contract and cost of home sales and selling expenses are estimated using an expected operating margin based on remaining costs to construct and sell the homes. The step up of $19.2 million is not reflected in the unaudited pro forma condensed combined statement of operations, as it is estimated to be recognized within one year.

Pro forma adjustments have been made to remove $13.9 million of costs related to the fair value adjustments for homes under construction and model homes that are reflected in the historical financial statements of Century Communities as they are non-recurring charges which result directly from the Merger.

(c) *Interest*: In connection with the Merger, in May 2017, Century Communities issued $400 million in aggregate principal amount of its 5.875% Senior Notes due 2025, pursuant to a private offering. Upon the closing of the Merger, Century Communities repaid UCP's outstanding indebtedness of $152.9 million. No pro forma adjustment has been made to interest expense for these transactions, as pro forma inventories are in excess of the pro forma notes payable and revolving line of credit, and accordingly, 100% of pro forma interest expense is capitalized to inventories. Further, no pro forma adjustment has been made to cost of homes sales revenue for additional interest in cost of sales as any incremental per unit cost as a result of these transactions is not material to the condensed combined pro forma statement of operations.

(d) *Transaction Costs*: Century Communities and UCP incurred expenses for the Merger of approximately $9.6 million and $10.9 million, respectively, included in the historical financial statements of the companies for the year ended December 31, 2017. These costs include fees for investment banking services, legal, accounting, due diligence, tax, valuation, printing and other various services necessary to complete the Merger. These expenses are reflected as adjustments in the unaudited pro forma condensed combined statement of operations as they are non-recurring charges which result directly from the Merger.

(e) *Income Taxes*: The pro forma adjustment to increase income tax expense by $7.0 million for the year ended December 31, 2017 is based upon the net pro forma impact the Merger has upon historical taxable income using an income tax rate of 35%.

(f) *Net Income Attributable to Non-Controlling Interests*: Immediately prior to the closing of the Merger, PICO Holdings, Inc., the majority stockholder of UCP, held 10.6 million Series A Units of UCP, LLC, which were exchangeable for 10.6 million shares of UCP Class A Common Stock. The exchange of all Series A Units of UCP, LLC held by PICO into shares of UCP Class A Common Stock was a required condition to the closing of the Merger. Income attributable to Series A Units of UCP, LLC held by PICO is reflected in the historical financial statements of UCP, Inc. as net income attributable to the noncontrolling interest. Subsequent to the Merger, all subsidiaries of Century Communities will be wholly-owned, and a pro forma adjustment has been made to eliminate the net income attributable to the noncontrolling interest in the unaudited pro forma condensed combined statement of operations.

(g) *Earnings per Share*: The unaudited pro forma combined basic and diluted earnings per share for the periods presented are based on the basic and diluted weighted-average number of outstanding shares after taking into account the shares issued in connection with the Merger, as well as the application of the two-class method of calculating earnings per share, as Century Communities' non-vested restricted stock awards have non-forfeitable rights to dividends, and accordingly represent a participating security. The two-class method is an earnings allocation method under which EPS is calculated for each class of common stock and participating security considering both dividends declared (or accumulated) and participation rights in undistributed earnings as if all such earnings had been distributed during the period. The denominator includes the 4.2 million shares of Century Communities Common Stock that were issued in connection with the Merger and assumes that they were outstanding for the entire period.

The following table sets forth the computation of pro forma basic and diluted earnings per share for the year ended December 31, 2017 (in thousands, except share and per share information):

	Year Ended December 31, 2017
Numerator	
Pro forma net income	$ 77,694
Less: Pro forma undistributed earnings allocated to participating securities	(507)
Pro forma net income allocable to common stockholders	$ 77,187
Denominator	
Pro forma weighted average common shares outstanding—basic	28,456,725
Pro forma dilutive effect of restricted stock units	303,910
Pro forma weighted average common shares outstanding—diluted	28,760,635
Pro forma earnings per share:	
Pro forma—Basic	$ 2.71
Pro forma—Diluted	$ 2.68

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$869,000,000

CENTURY COMMUNITIES, INC.

Common Stock

Preferred Stock

Debt Securities

Warrants

Units

Guarantees of Debt Securities

PROSPECTUS

July 2, 2018

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth an estimate of our expenses that we may incur in connection with the registration of the securities being registered hereunder. All amounts are estimates except the SEC registration fee.

Description	Amount
U.S. Securities and Exchange Commission Registration Fee	$ 0(1)
Legal Fees and Expenses	(2)
Accounting Fees and Expenses	(2)
Transfer Agent and Registrar Fees and Expenses	(2)
Trustee Fees and Expenses	(2)
Printing Expenses	(2)
Miscellaneous	(2)
Total	$ (2)

(1) In accordance with Rule 415(a)(6) under the Securities Act, as amended, this Registration Statement carries over $869,000,000 of unsold securities that were previously registered by the Registrant pursuant to its registration statement on Form S-3 (File No. 333-205349) (which we refer to as the "Prior Registration Statement"), which was initially filed with the SEC on June 29, 2015, and declared effective by the SEC on July 10, 2015. In connection with the registration of the offering and sale of such unsold securities under the Prior Registration Statement, the Registrant previously paid the applicable registration fee which will continue to be applied to such unsold securities included in this Registration Statement. Accordingly, the amount of the SEC registration fee is $0 because no additional securities are being registered in this Registration Statement.

(2) These fees are calculated based on the securities offered and the number of issuances, and, accordingly, cannot be estimated at this time.

Item 15. Indemnification of Directors and Officers.

Delaware Corporate Registrants

General Corporation Law of the State of Delaware. Under Section 145 of the General Corporation Law of the State of Delaware (which we refer to as the "DGCL"), a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding (i) if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation and (ii) with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe such conduct was unlawful. In actions brought by or in the right of the corporation, a corporation may indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall

determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the Court of Chancery or other such court shall deem proper. To the extent that such person has been successful on the merits or otherwise in defending any such action, suit or proceeding referred to above or any claim, issue or matter therein, he or she is entitled to indemnification for expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith. The indemnification and advancement of expenses provided for or granted pursuant to Section 145 of the DGCL is not exclusive of any other rights of indemnification or advancement of expenses to which those seeking indemnification or advancement of expenses may be entitled, and a corporation may purchase and maintain insurance against liabilities asserted against any former or current director, officer, employee or agent of the corporation, or a person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether or not the power to indemnify is provided by the statute.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for any breach of the director's duty of loyalty to the corporation or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions, or for any transaction from which the director derived an improper personal benefit. The Company's certificate of incorporation (which we refer to as the Company's "charter") provides for such limitation of liability.

Charter and Bylaws of Century Communities, Inc. Each of Article EIGHTH of the Company's charter, and Article VI of the Company's bylaws (which we refer to as the Company's "bylaws"), provides that the Company shall indemnify and hold harmless, to the fullest extent permitted by the DGCL, any person (which we refer to as a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (which we refer to as a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Company or, while a director or officer of the Company, is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the foregoing, subject to certain exceptions, the Company will be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Company's board of directors. The Company may, by action of the Company's board of directors, provide indemnification to such employees and agents of the Company to such extent and to such effect as the Company's board of directors shall determine to be appropriate and authorized by Delaware law.

Indemnification Agreements of Century Communities, Inc. In addition to the provisions of the Company's charter and bylaws described above, the Company has entered into an indemnification agreement with each of its officers and directors. These agreements require the Company to indemnify these individuals to the fullest extent permitted under Delaware law against liabilities that may arise by reason of their service to the Company, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified.

Insurance of Century Communities, Inc. The Company maintains standard policies of insurance that provide coverage (i) to its directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and (ii) to it with respect to indemnification payments that the Company may make to such directors and officers.

Charter and Bylaws of Casa Acquisition Corp. Article EIGHTH of the Certificate of Incorporation of Casa Acquisition Corp. provides that a director of Casa Acquisition Corp. shall not be liable to it or its stockholders

for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. Article VI of the Bylaws of Casa Acquisition Corp. provides that Casa Acquisition Corp. shall indemnify and hold harmless, to the fullest extent permitted by applicable law, any person (which we refer to as a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (which we refer to as a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of Casa Acquisition Corp. or, while a director or officer of Casa Acquisition Corp., is or was serving at the request of Casa Acquisition Corp. as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the foregoing, subject to certain exceptions, Casa Acquisition Corp. will be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by Casa Acquisition Corp.'s board of directors. Casa Acquisition Corp. will, to the fullest extent not prohibited by applicable law, pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding will be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified by Casa Acquisition Corp. or otherwise. Article VI of the Bylaws of Casa Acquisition Corp. expressly provides that Article VI of the Bylaws shall not limit the right of Casa Acquisition Corp., to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

Delaware Limited Liability Company Registrants

Section 18-108 of the Delaware Limited Liability Company Act 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.

None of the Certificates of Formation of Benchmark Builders North Carolina, LLC, Benchmark Communities, LLC, BMC East Garrison, LLC, BMC EG Bluffs, LLC, BMC EG Bungalow, LLC, BMC EG Courtyards, LLC, BMC EG Garden, LLC, BMC EG Grove, LLC, BMC EG Towns, LLC, BMC EG Village, LLC, BMC Meadowood II, LLC, BMC Pine Ridge, LLC, BMC Promise Way, LLC, BMC Rancho Etiwanda, LLC, BMC Red Hawk, LLC, BMC Rosemead, LLC, BMC Sagewood, LLC, BMC Shields Locan, LLC, BMC Touchstone, LLC, BMCH California, LLC, BMCH North Carolina, LLC, BMCH Tennessee, LLC, BMCH Washington, LLC, Century Communities of Nevada, LLC, Century Rhodes Ranch GC, LLC, Century Tuscany GC, LLC, Neighborhood Associations Group, LLC, UCP, LLC, UCP Barclay III, LLC, UCP East Garrison, LLC, UCP Hillcrest Hollister, LLC, UCP Kerman, LLC, UCP Meadowood III, LLC, UCP Quail Run, LLC, UCP Sagewood, LLC, UCP Santa Ana Hollister, LLC, UCP Soledad, LLC, and UCP Tapestry, LLC specifies the extent to which such company may indemnify any member, manager, or other person.

Each of the Operating Agreements for Century Communities of Nevada, LLC, Century Rhodes Ranch GC, LLC, Century Tuscany GC, LLC, and Neighborhood Associations Group, LLC provides that such company shall indemnify and hold harmless its member and its officers, members, managers, agents and successors from and against, and shall advance expenses to such persons with respect to, any and all costs, losses, liabilities, claims, damages and expenses paid or accrued by such person in connection with any action or inaction related to the business of such company, to the fullest extent permitted by the Delaware Limited Liability Company Act, provided that (i) the action or inaction did not constitute gross negligence or willful misconduct on the part of such member, its affiliates or any of their respective officers, members, managers, agents and successors or a breach of such Operating Agreement or any other agreement with such company by such member or its affiliate,

and (ii) to the extent any such affiliate is indemnified pursuant to the terms of any other agreement between such affiliate, on the one hand, and such company, on the other hand (including, if applicable, any management agreement, development agreement or leasing agreement), the foregoing indemnity provisions will not apply to such affiliate, and such company shall only indemnify such affiliate to the extent set forth in such other agreement. Any indemnification obligation will be paid from, and only to the extent of, available assets of such company, and such member will have no personal liability on account thereof.

The Operating Agreement of UCP, LLC provides that UCP, LLC shall indemnify and hold harmless its sole member and its officers, members, managers, agents and successors from and against, and shall advance expenses to such persons with respect to, any and all costs, losses, liabilities, claims, damages and expenses paid or accrued by such person in connection with any action or inaction related to business of UCP, LLC, to the fullest extent permitted by the Delaware Limited Liability Company Act, provided that (i) the action or inaction did not constitute gross negligence or willful misconduct on the part of its sole member, its affiliates or any of their respective officers, members, managers, agents and successors, or a breach of the Operating Agreement or any other agreement with UCP, LLC by its sole member or any such affiliate, and (b) to the extent any such affiliate is indemnified pursuant to the terms of any other agreement between such affiliate, on the one hand, and UCP, LLC, on the other hand (including, if applicable, any management agreement, development agreement or leasing agreement), the indemnity provisions of the Operating Agreement shall not apply to such affiliate, and UCP, LLC shall only indemnify such affiliate to the extent set forth in such other agreement.

Each of the Operating Agreements of UCP Kerman, LLC, and UCP Quail Run, LLC provides that such company shall indemnify its sole member, and those authorized officers, agents, and employees identified in writing by its sole member as entitled to be indemnified, for all costs, losses, liabilities and damages paid or accrued by its sole member (as the member or as an officer, agent, or employee) or any such officer, agent or employee in connection with the business of such company, except to the extent prohibited by the laws of the State of Delaware. In addition, such company may advance costs of defense of any proceeding to its sole member or any such officer, agent, or employee upon receipt by such company of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that the person is not entitled to be indemnified by such company.

Each of the Operating Agreements of Benchmark Builders North Carolina, LLC, Benchmark Communities, LLC, BMC East Garrison, LLC, BMC EG Bluffs, LLC, BMC EG Bungalow, LLC, BMC EG Courtyards, LLC, BMC EG Garden, LLC, BMC EG Grove, LLC, BMC EG Towns, LLC, BMC EG Village, LLC, BMC Meadowood II, LLC, BMC Pine Ridge, LLC, BMC Promise Way, LLC, BMC Rancho Etiwanda, LLC, BMC Red Hawk, LLC, BMC Rosemead, LLC, BMC Sagewood, LLC, BMC Shields Locan, LLC, BMC Touchstone, LLC, BMCH California, LLC, BMCH North Carolina, LLC, BMCH Tennessee, LLC, BMCH Washington, LLC, UCP Barclay III, LLC, UCP East Garrison, LLC, UCP Hillcrest Hollister, LLC, UCP Meadowood III, LLC, UCP Sagewood, LLC, UCP Santa Ana Hollister, LLC, UCP Soledad, LLC, and UCP Tapestry, LLC provides that such company shall indemnify and hold harmless, to the fullest extent permitted by applicable law, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (which we refer to as a “proceeding”) by reason of the fact that he, or a person for whom he is the legal representative, is or was a manager or officer of such company or is or was serving at the request of such company as a director, officer, employee, duly authorized attorney-in-fact, or agent of another entity, including any corporation, limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such person. Such company will be required to indemnify a person in connection with a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the Board of Managers of such company. Such company will pay the expenses (including attorneys’ fees) incurred in defending any proceeding in advance of its final disposition, provided, however, that the payment of expenses incurred by a manager or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by such manager or officer to repay all amounts advanced if it should be ultimately determined that such manager or officer is not entitled to

be indemnified under the Operating Agreement or otherwise. Such company may maintain insurance, at its expense, to protect itself and any manager, officer, employee or agent of such company, or such person who is or was serving at the request of such company as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not such company would have the power to indemnify such person against such expense, liability or loss under Delaware law.

California Corporation Registrant

Section 317 of the General Corporation Law of the State of California (which we refer to as 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 (i) acts or omissions that involve intentional misconduct or a knowing and culpable violation of law, (ii) 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, (iii) any transaction from which a director derived an improper personal benefit, (iv) acts or omissions that show a reckless disregard for the director's duty to the corporation or its shareholders in circumstances in which the director was aware, or should have been aware, in the ordinary course of performing his or her duties, of a risk of serious injury to the corporation or its shareholders, (v) acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the director's duty to the corporation or its shareholders, (vi) liability under California law relating to related party transactions, or (vii) the making of an illegal distribution or loan to shareholders.

Neither the Articles of Incorporation nor the Bylaws of BMC Realty Advisors, Inc specify the extent to which it may indemnify any director, officer, or other person.

Colorado Limited Liability Company Registrants

Section 7-80-104(1)(k) of the Colorado Limited Liability Company Act permits a company to indemnify a member or manager or former member or manager of the limited liability company as provided in section 7-80-407. Under Section 7-80-407, a limited liability company shall reimburse a person who is or was a member or manager for payments made, and indemnify a person who is or was a member or manager for liabilities incurred by the person, in the ordinary course of the business of the limited liability company or for the preservation of its business or property, if such payments were made or liabilities incurred without violation of the person's duties to the limited liability company.

Section 7-80-407 of the Colorado Limited Liability Company Act provides that a limited liability company shall reimburse a person who is or was a member or manager for payments made, and indemnify a person who is or was a person or manager for liabilities incurred by the person, in the ordinary course of business of the limited liability company or for the preservation of its business or property, if such payments were made or liabilities incurred without violation of the person's duties to the limited liability company.

None of Articles of Organization of, or Operating Agreements for, Augusta Pointe, LLC, Avalon at Inverness, LLC, AVR A, LLC, AVR B, LLC, AVR C, LLC, Beacon Pointe, LLC, Belvedere at Ridgegate, LLC, Blackstone Homes, LLC, Bradburn Village Homes, LLC, Bluffmont Estates, LLC, CC Communities, LLC, CCC Holdings, LLC, CCH Homes, LLC, Centennial Holding Company LLC, Central Park Rowhomes, LLC, Century at Anthology, LLC, Century at Ash Meadows, LLC, Century at Autumn Valley Ranch, LLC, Century at Belleview Place, LLC, Century at Beacon Pointe, LLC, Century at Caley, LLC, Century at Candelas, LLC, Century at Carousel Farms, LLC, Century at Castle Pines Town Center, LLC Century at Claremont Ranch, LLC, Century at Compark Village North, LLC, Century at Compark Village South LLC, Century at Forest Meadows, LLC, Century at Harvest Meadows, LLC, Century at Landmark, LLC, Century at Littleton Village, LLC, Century at Littleton Village II, LLC, Century at LOR, LLC, Century at Lowry, LLC, Century at Marvella, LLC, Century at Mayfield, LLC, Century at Midtown, LLC, Century at Millennium, LLC, Century at Murphy Creek, LLC, Century at Oak Street, LLC, Century at Observatory Heights, LLC, Century at Outlook, LLC, Century at Salisbury Heights, LLC, Century at Shalom Park, LLC, Century at Southshore, LLC, Century at Spring Valley Ranch, LLC, Century at Sterling Ranch, LLC, Century at Tanglewood, LLC, Century at Terrain, LLC, Century at The Grove, LLC, Century at the Heights, LLC, Century at The Meadows, LLC, Century at Vista Ridge, LLC, Century at Wildgrass, LLC, Century at Wolf Ranch, LLC, Century at Wyndham Hill, LLC, Century City, LLC, Century Communities of Georgia, LLC, Century Communities Southeast, LLC, Century Group LLC, Century Land Holdings, LLC, Century Land Holdings II, LLC, Century Land Holdings of Texas, LLC, Century Townhomes at Candelas, LLC, Cherry Hill Park, LLC, Cottages at Willow Park, LLC, Enclave at Boyd Ponds, LLC, Enclave at Cherry Creek, LLC, Enclave at Pine Grove, LLC, Estates at Chatfield Farms, LLC, Hearth at Oak Meadows, LLC, Highlands at Westbury, LLC, Hometown, LLC, Hometown South, LLC, Horizon Building Services, LLC, Ladera, LLC, Lakeview Fort Collins, LLC, Lincoln Park at Ridgegate, LLC, Madison Estates, LLC, Meridian Ranch, LLC, Montecito at Ridgegate, LLC, Park 5th Avenue Development Co., LLC, Parkwood Estates, LLC, Peninsula Villas, LLC, Preserve at Briargate, LLC, Red Rocks Pointe, LLC, Renaissance at Ridgegate, LLC, Reserve at Highpointe Estates, LLC, Reserve at The Meadows, LLC, Saddle Rock Golf, LLC, Saddleback Heights, LLC, SAH Holdings, LLC, Sawgrass at Plum Creek, LLC, Sawgrass at Plum Creek II, LLC, Stetson Ridge Homes, LLC, Stonybridge Villas, LLC, Summerlane Village, LLC, The Retreat at Ridgegate, LLC, The Veranda, LLC, The Vistas at Nor'wood, LLC, The Wheatlands, LLC, Venue at Arista, LLC, Verona Estates, LLC, Villas at Highland Park, LLC, Villas at Murphy Creek, LLC, Waterside at Highland Park, LLC, Westown Condominiums, LLC, Westown Townhomes, LLC, and Wildgrass, LLC specifies the extent to which such company may indemnify any member, manager, or other person.

Georgia Limited Liability Company Registrants

Section 14-11-306 of the Georgia Limited Liability Company Act (which we refer to as the "GLLCA") provides that a limited liability company may, and has the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever arising in connection with the limited liability company, subject to such standards and restrictions, if any, as set forth in the articles of organization or a written operating agreement. However, no limited liability company may indemnify any member or manager for (i) the liability of a member or manager for intentional misconduct or a knowing violation of law, or (ii) any transaction for which the person received a personal benefit in violation or breach of any provision of a written operating agreement.

Section 14-11-305 of the GLLCA provides that a member's or manager's duties and liabilities may be expanded, restricted, or eliminated by provisions in the articles of organization or a written operating agreement; provided, however, that no such provision shall eliminate or limit the liability of a member or manager (i) for

intentional misconduct or a knowing violation of law, or (ii) for any transaction for which the person received a personal benefit in violation or breach of any provision of a written operating agreement.

Neither of the Articles of Organization of CCG Constructors LLC and CCG Realty Group LLC specifies the extent to which such company may indemnify any member, manager, or other person.

Each of the Operating Agreements of CCG Constructors LLC and CCG Realty Group LLC provides that such company shall indemnify its member and manager for all costs, losses, liabilities, and damages paid or accrued by the member or manager in connection with the business of such company to the fullest extent provided for or allowed by the GLLCA.

Nevada Limited Liability Company Registrant

Section 86.371 of the Nevada Revised Statutes (which we refer to as the "NRS") provides that unless otherwise provided in the articles of organization or an agreement signed by the member or manager to be charged, no member or manager of any limited liability company is individually liable for the debts or liabilities of the company.

Section 86.411 of the NRS provides that a limited liability company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the company, by reason of the fact that the person is or was a manager, member, employee or agent of the company, or is or was serving at the request of the company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

Section 86.421 of the NRS provides that a limited liability company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the company to procure a judgment in its favor by reason of the fact that the person is or was a manager, member, employee or agent of the company, or is or was serving at the request of the company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit if the person acted in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interests of the company. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the company or for amounts paid in settlement to the company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 86.431 of the NRS provides that to the extent that a manager, member, employee or agent of a limited-liability company has been successful in defense of any action, suit or proceeding described in the preceding two paragraphs, or in defense of any claim, issue or matter therein, the company must indemnify such person against expenses, including attorney's fees, actually and reasonably incurred by such person in connection with the defense. Any indemnification under the preceding two paragraphs, unless ordered by a court or advanced pursuant to the procedures of the paragraph below, may be made only as authorized in the specific case upon a valid determination that indemnification is proper in the circumstances.

Section 86.441 of the NRS states that the articles of organization, the operating agreement or a separate agreement may provide that the limited liability company must pay the expenses of members and managers incurred in defending a civil or criminal action, suit or proceeding, as they are incurred and in advance of the final disposition of the action, upon receipt of an undertaking by or on behalf of the manager or member to repay the amount if it is ultimately determined by a court of competent jurisdiction that the member or manager is not entitled to be indemnified.

Section 86.451 of the NRS provides that the indemnification or advancement of expenses discussed above (1) does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of organization or any operating agreement, vote of members or disinterested managers, if any, or otherwise, for an action in the person's official capacity or an action in another capacity while holding office, except that indemnification, unless ordered by a court pursuant to Section 86.421 of the NRS or for the advancement of expenses made pursuant to Section 86.441 of the NRS, may not be made to or on behalf of any member or manager if a final adjudication establishes that the member's or the manager's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action; and (2) continues for a person who has ceased to be a member, manager, employee or agent and inures to the benefit of the heirs, executors and administrators of such a person.

Section 86.461 of the NRS permits a limited liability company to purchase and maintain insurance or make other financial arrangements on behalf of any current or former member, manager, employee or agent of the company, or any person who is or was serving at the request of the company as a manager, member, employee or agent of another corporation, limited-liability company, partnership, joint venture, trust or other enterprise, for any liability asserted against the person and liability and expenses incurred by the person in his or her capacity as a manager, member, employee or agent, or arising out of his or her status as such, whether or not the company has the authority to indemnify such a person against such liability and expenses.

Neither the Articles of Organization of, nor the Operating Agreement for, Century Communities of Nevada Realty, LLC specifies the extent to which it may indemnify any member, manager, or other person.

North Carolina Limited Liability Company Registrant

Section 57D-3-31 of the North Carolina Limited Liability Company Act provides that, with certain exceptions, (i) a limited liability company shall indemnify a person who is wholly successful on the merits or otherwise in the defense of any proceeding to which such person was a party because such person is or was a member, a manager, or other company official, if such person also is or was an interest owner at the time to which the claim relates, acting within such person's scope of authority as a manager, member, or other company official against expenses incurred by such person in connection with the proceeding, and (ii) a limited liability company shall reimburse a person who is or was a member for any payment made and indemnify such person for any obligation, including any judgment, settlement, penalty, fine, or other cost, incurred or borne in the authorized conduct of the company's business or preservation of the company's business or property, whether acting in the capacity of a manager, member, or other company official.

Neither the Articles of Organization of, nor the Operating Agreement for, CC Southeast Constructors, LLC specifies the extent to which it may indemnify any member, manager, or other person.

South Carolina Limited Liability Company Registrant

Section 33-44-403 of the South Carolina Uniform Limited Liability Company Act of 1996 provides that, except as otherwise provided in a limited liability company's articles of organization, the debts, obligations, and liabilities of a limited liability company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of such limited liability company, and a member or manager is not personally liable for a debt, obligation, or liability of such limited liability company solely by reason of being or acting as a member or manager.

Neither the Articles of Organization of, nor the Operating Agreement for, CCSC Realty Group, LLC specifies the extent to which it may indemnify any member, manager, or other person.

Texas Corporation Registrant

Section 8.101 of the Texas Business Organizations Code (which we refer to as 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 such person is or was a director only if it is determined that such person: (a) conducted himself or herself in good faith; (b) reasonably believed (i) in the case of conduct in his or her official capacity as a director of the corporation, that his or her conduct was in the corporation's best interests; and (ii) in all other cases, that his or her conduct was at least not opposed to the corporation's best interests; and (c) in the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. Section 8.102 of the TBOC provides that a person may be indemnified against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by such person in connection with the proceeding. However, if such person is found liable to the corporation or is found liable on the basis that personal benefit was improperly received by such person, the indemnification (1) is limited to reasonable expenses actually incurred by such person in connection with the proceeding, and (2) shall not be made in respect of any proceeding in which such person shall have been found liable for willful or intentional misconduct in the performance of his duty to the corporation, breach of such person's duty of loyalty owed to the corporation, or an act or omission not committed in good faith that constitutes a breach of a duty owed by such person to the corporation.

Under Section 8.051 of the TBOC, a Texas corporation must indemnify a director or officer against reasonable expense incurred by such director, in connection with a proceeding in which such person is a named defendant or respondent because they are or were a director or officer, if they have been wholly successful, on the merits or otherwise, in the defense of the proceeding. In addition, such indemnification may be ordered in a proper case by a court of law under Section 8.052 of the TBOC. A Texas corporation may also indemnify and advance expenses to persons who are not or were not officers, employees or agents of the corporation but who are or were serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise to the same extent that it may indemnify and advance expenses to directors under Section 8.101 of the TBOC.

In addition, Article 2.02-1 of the TBOC authorizes a Texas corporation to purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation would have the power to indemnify him or her against that liability under the TBOC.

Neither the Certificate of Formation nor the Bylaws of SWMJ Construction, Inc specifies the extent to which it may indemnify any director, officer, or other person.

Utah Limited Liability Company Registrants

Section 408(2) of the Revised Uniform Limited Liability Company Act (which we refer to as the "RULLCA"), provides that a limited liability company must indemnify and hold harmless a person with respect to any claim or demand against the person and any 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 the person's: (i) improper distribution as further defined in Section 405 of the RULLCA; (ii) failure to comply with the management requirements for the limited liability company as

further defined in Section 407 of the RULLCA; (iii) breach of the duties of loyalty and care to the limited liability company or its members; or (iv) failure to conduct any membership duties consistently with the operating agreement and in good faith and fair dealing.

Section 408(3) of the RULLCA provides that in the ordinary course of affairs, a limited liability company may reimburse a person made a party to a proceeding because that person is or was a manager for reasonable expenses, if that person promises to repay the limited liability company if the person ultimately is determined not to be entitled to indemnification.

Section 408(4) of the RULLCA provides that a limited liability company may purchase and maintain insurance on behalf of a member or manager of the limited liability company against liability asserted against or incurred by the member or manager in that capacity or arising from that status even if the operating agreement does not eliminate or limit that person's liability to the limited liability company by reason of bad faith, willful misconduct, or recklessness.

None of the Certificates of Organization of Century Communities of Utah, LLC, Century Communities Realty of Utah, LLC, and Century Land Holdings of Utah, LLC specifies the extent to which such company may indemnify any member, manager, or other person. The Operating Agreement of Century Communities of Utah, LLC provides that it shall indemnify its member and manager to the fullest extent permitted by law. None of the Operating Agreements for Century Land Holdings of Utah, LLC and Century Communities Realty of Utah, LLC specifies the extent to which such company may indemnify any member, manager, or other person.

Item 16. Exhibits.

The following exhibits are part of this Registration Statement on Form S-3 and are numbered in accordance with Item 601 of Regulation S-K.

Exhibit Number	Description
1.1*	Form of Underwriting Agreement
4.1	Certificate of Incorporation of Century Communities, Inc., as amended (incorporated by reference to the initial filing of the Registration Statement on Form S-1 of Century Communities, Inc. (File No. 333-195678) filed with the SEC on May 5, 2014).
4.2	Bylaws of Century Communities, Inc. (incorporated by reference to the initial filing of the Registration Statement on Form S-1 of Century Communities, Inc. (File No. 333-195678) filed with the SEC on May 5, 2014).
4.3	Amendment to the Bylaws of Century Communities, Inc., adopted and effective on April 10, 2017 (incorporated by reference to Century Communities, Inc.'s Current Report on Form 8-K filed with the SEC on April 11, 2017).
4.4	Specimen Common Stock Certificate of Century Communities, Inc. (incorporated by reference to the initial filing of the Registration Statement on Form S-1 of Century Communities, Inc. (File No. 333-195678) filed with the SEC on May 5, 2014).
4.5	Form of Indenture for Debt Securities (incorporated by reference to Century Communities, Inc.'s Current Report on Form 8-K filed with the SEC on May 12, 2017).
4.6*	Form of Debt Securities.
4.7*	Form of Warrant.
4.8*	Form of Warrant Agreement.
4.9*	Form of Unit Agreement.

Exhibit Number	Description
4.10*	Form of Guarantee of Debt Securities.
5.1	Opinion of Greenberg Traurig, LLP.
12.1	Statement Regarding Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of Ernst & Young, LLP.
23.2	Consent of Deloitte & Touche LLP.
23.3	Consent of Greenberg Traurig, LLP (included within the opinion filed as Exhibit 5.1).
24.1	Powers of Attorney (included on the signature pages of this Registration Statement).
25.1	Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939, as amended, of U.S. Bank National Association, as trustee under the Form of Indenture for Debt Securities filed as Exhibit 4.5 above.

* To be filed by amendment or incorporated by reference in connection with the offering of the securities.

Item 17. Undertakings.

(a) The undersigned registrants (which we refer to as the "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, as amended;

(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 U.S. Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(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 this Registration Statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii), and (a)(1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the U.S. Securities and Exchange Commission by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934, as amended, that are incorporated by reference in this Registration Statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is a part of this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, as amended, 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, as amended, to any purchaser:

(A) Each prospectus filed by any Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of this Registration Statement as of the date the filed prospectus was deemed part of and included in this Registration Statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933, as amended, shall be deemed to be part of and included in this Registration Statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of this Registration Statement or made in a document incorporated or deemed incorporated by reference into this Registration Statement or a prospectus that is part of this Registration Statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in this Registration Statement or a prospectus that was part of this Registration Statement or made in any such document immediately prior to such effective date.

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

The Registrants undertake that in a primary offering of securities of the Registrants 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 Registrants 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 Registrants 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 Registrants or used or referred to by the Registrants;

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

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

(b) The Registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, as amended, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (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, as amended), that is incorporated by reference in this 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers and controlling persons of the Registrants pursuant to the foregoing provisions, or otherwise, the Registrants have been advised that in the opinion of the U.S. Securities and Exchange

Commission, such indemnification is against public policy as expressed in the Securities Act of 1933, as amended, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrants of expenses incurred or paid by a director, officer or controlling person of the Registrants 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 Registrants 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.

(d) The Registrants hereby undertake to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the U.S. Securities and Exchange Commission under section 305(b)(2) of the Trust Indenture Act.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Greenwood Village, State of Colorado, on July 2, 2018.

CENTURY COMMUNITIES, INC.

By: /s/ Dale Francescon
Dale Francescon
Chairman of the Board of Directors and Co-Chief Executive Officer

By: /s/ Robert J. Francescon
Robert J. Francescon
Co-Chief Executive Officer and President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dale Francescon and David L. Messenger, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution for him in any and all capacities, to sign (i) any and all amendments (including post-effective amendments) to this Registration Statement and (ii) any registration statement or post-effective amendment thereto to be filed with the U.S. Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. 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 connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Dale Francescon **Dale Francescon**	Chairman of the Board of Directors and Co-Chief Executive Officer (Co-Principal Executive Officer)	July 2, 2018
/s/ Robert J. Francescon **Robert J. Francescon**	Co-Chief Executive Officer, President and Director (Co-Principal Executive Officer)	July 2, 2018
/s/ David L. Messenger **David L. Messenger**	Chief Financial Officer (Principal Financial Officer)	July 2, 2018
/s/ J. Scott Dixon **J. Scott Dixon**	Chief Accounting Officer (Principal Accounting Officer)	July 2, 2018

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Signature	Title	Date
/s/ James M. Lippman **James M. Lippman**	Director	July 2, 2018
/s/ Keith R. Guericke **Keith R. Guericke**	Director	July 2, 2018
/s/ John P. Box **John P. Box**	Director	July 2, 2018

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the co-Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Greenwood Village, State of Colorado, on July 2, 2018.

EACH OF THE CO-REGISTRANTS LISTED ON SCHEDULE I TO THE SIGNATURE PAGES

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ Dale Francescon
Dale Francescon
Chairman of the Board of Directors and Co-Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dale Francescon and David L. Messenger, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution for him in any and all capacities, to sign (i) any and all amendments (including post-effective amendments) to this Registration Statement and (ii) any registration statement or post-effective amendment thereto to be filed with the U.S. Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. 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 connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Dale Francescon **Dale Francescon**	Chairman of the Board of Directors and Co-Chief Executive Officer (Co-Principal Executive Officer)	July 2, 2018
/s/ Robert J. Francescon **Robert J. Francescon**	Co-Chief Executive Officer, President and Director (Co-Principal Executive Officer)	July 2, 2018
/s/ David L. Messenger **David L. Messenger**	Chief Financial Officer (Principal Financial Officer)	July 2, 2018
/s/ J. Scott Dixon **J. Scott Dixon**	Chief Accounting Officer (Principal Accounting Officer)	July 2, 2018
/s/ James M. Lippman **James M. Lippman**	Director	July 2, 2018

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Signature	Title	Date
/s/ Keith R. Guericke **Keith R. Guericke**	Director	July 2, 2018
/s/ John P. Box **John P. Box**	Director	July 2, 2018

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the co-Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Greenwood Village, State of Colorado, on July 2, 2018.

EACH OF THE CO-REGISTRANTS LISTED ON SCHEDULE II TO THE SIGNATURE PAGES

By: Century Communities, Inc.
its Sole Managing Member

By: /s/ Dale Francescon
Dale Francescon
Chairman of the Board of Directors and Co-Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dale Francescon and David L. Messenger, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution for him in any and all capacities, to sign (i) any and all amendments (including post-effective amendments) to this Registration Statement and (ii) any registration statement or post-effective amendment thereto to be filed with the U.S. Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. 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 connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Dale Francescon **Dale Francescon**	Chairman of the Board of Directors and Co-Chief Executive Officer (Co-Principal Executive Officer)	July 2, 2018
/s/ Robert J. Francescon **Robert J. Francescon**	Co-Chief Executive Officer, President and Director (Co-Principal Executive Officer)	July 2, 2018
/s/ David L. Messenger **David L. Messenger**	Chief Financial Officer (Principal Financial Officer)	July 2, 2018
/s/ J. Scott Dixon **J. Scott Dixon**	Chief Accounting Officer (Principal Accounting Officer)	July 2, 2018

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Signature	Title	Date
/s/ James M. Lippman **James M. Lippman**	Director	July 2, 2018
/s/ Keith R. Guericke **Keith R. Guericke**	Director	July 2, 2018
/s/ John P. Box **John P. Box**	Director	July 2, 2018

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the co-Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Greenwood Village, State of Colorado, on July 2, 2018.

EACH OF THE CO-REGISTRANTS LISTED ON SCHEDULE III TO THE SIGNATURE PAGES

By: Century Communities of Georgia, LLC,
its Manager and Sole Member

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ Dale Francescon
Dale Francescon
Chairman of the Board of Directors and
Co-Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dale Francescon and David L. Messenger, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution for him in any and all capacities, to sign (i) any and all amendments (including post-effective amendments) to this Registration Statement and (ii) any registration statement or post-effective amendment thereto to be filed with the U.S. Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. 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 connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Dale Francescon **Dale Francescon**	Chairman of the Board of Directors and Co-Chief Executive Officer (Co-Principal Executive Officer)	July 2, 2018
/s/ Robert J. Francescon **Robert J. Francescon**	Co-Chief Executive Officer, President and Director (Co-Principal Executive Officer)	July 2, 2018
/s/ David L. Messenger **David L. Messenger**	Chief Financial Officer (Principal Financial Officer)	July 2, 2018

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Signature	Title	Date
/s/ J. Scott Dixon **J. Scott Dixon**	Chief Accounting Officer (Principal Accounting Officer)	July 2, 2018
/s/ James M. Lippman **James M. Lippman**	Director	July 2, 2018
/s/ Keith R. Guericke **Keith R. Guericke**	Director	July 2, 2018
/s/ John P. Box **John P. Box**	Director	July 2, 2018

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the co-Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Greenwood Village, State of Colorado, on July 2, 2018.

EACH OF THE CO-REGISTRANTS LISTED ON SCHEDULE IV TO THE SIGNATURE PAGES

By: Century Communities of Nevada, LLC,
its Sole Managing Member

By: Century Communities, Inc.
its Sole Managing Member

By: /s/ Dale Francescon
Dale Francescon
Chairman of the Board of Directors and
Co-Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dale Francescon and David L. Messenger, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution for him in any and all capacities, to sign (i) any and all amendments (including post-effective amendments) to this Registration Statement and (ii) any registration statement or post-effective amendment thereto to be filed with the U.S. Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. 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 connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Dale Francescon **Dale Francescon**	Chairman of the Board of Directors and Co-Chief Executive Officer (Co-Principal Executive Officer)	July 2, 2018
/s/ Robert J. Francescon **Robert J. Francescon**	Co-Chief Executive Officer, President and Director (Co-Principal Executive Officer)	July 2, 2018
/s/ David L. Messenger **David L. Messenger**	Chief Financial Officer (Principal Financial Officer)	July 2, 2018
/s/ J. Scott Dixon **J. Scott Dixon**	Chief Accounting Officer (Principal Accounting Officer)	July 2, 2018

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Signature	Title	Date
/s/ James M. Lippman **James M. Lippman**	Director	July 2, 2018
/s/ Keith R. Guericke **Keith R. Guericke**	Director	July 2, 2018
/s/ John P. Box **John P. Box**	Director	July 2, 2018

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the co-Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Greenwood Village, State of Colorado, on July 2, 2018.

CENTURY LAND HOLDINGS, LLC

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ Dale Francescon
Dale Francescon
Chairman of the Board of Directors and
Co-Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dale Francescon and David L. Messenger, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution for him in any and all capacities, to sign (i) any and all amendments (including post-effective amendments) to this Registration Statement and (ii) any registration statement or post-effective amendment thereto to be filed with the U.S. Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. 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 connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Dale Francescon **Dale Francescon**	Chairman of the Board of Directors and Co-Chief Executive Officer (Co-Principal Executive Officer)	July 2, 2018
/s/ Robert J. Francescon **Robert J. Francescon**	Co-Chief Executive Officer, President and Director (Co-Principal Executive Officer)	July 2, 2018
/s/ David L. Messenger **David L. Messenger**	Chief Financial Officer (Principal Financial Officer)	July 2, 2018
/s/ J. Scott Dixon **J. Scott Dixon**	Chief Accounting Officer (Principal Accounting Officer)	July 2, 2018

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Signature	Title	Date
/s/ James M. Lippman **James M. Lippman**	Director	July 2, 2018
/s/ Keith R. Guericke **Keith R. Guericke**	Director	July 2, 2018
/s/ John P. Box **John P. Box**	Director	July 2, 2018

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the co-Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Greenwood Village, State of Colorado, on July 2, 2018.

CC COMMUNITIES, LLC

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ Dale Francescon
Dale Francescon
Chairman of the Board of Directors and
Co-Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dale Francescon and David L. Messenger, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution for him in any and all capacities, to sign (i) any and all amendments (including post-effective amendments) to this Registration Statement and (ii) any registration statement or post-effective amendment thereto to be filed with the U.S. Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. 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 connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Dale Francescon **Dale Francescon**	Chairman of the Board of Directors and Co-Chief Executive Officer (Co-Principal Executive Officer)	July 2, 2018
/s/ Robert J. Francescon **Robert J. Francescon**	Co-Chief Executive Officer, President and Director (Co-Principal Executive Officer)	July 2, 2018
/s/ David L. Messenger **David L. Messenger**	Chief Financial Officer (Principal Financial Officer)	July 2, 2018

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Signature	Title	Date
/s/ J. Scott Dixon **J. Scott Dixon**	Chief Accounting Officer (Principal Accounting Officer)	July 2, 2018
/s/ James M. Lippman **James M. Lippman**	Director	July 2, 2018
/s/ Keith R. Guericke **Keith R. Guericke**	Director	July 2, 2018
/s/ John P. Box **John P. Box**	Director	July 2, 2018

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the co-Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Greenwood Village, State of Colorado, on July 2, 2018.

EACH OF THE CO-REGISTRANTS LISTED ON
SCHEDULE V TO THE SIGNATURE PAGES

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ Dale Francescon
Dale Francescon
Chairman of the Board of Directors
and Co-Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dale Francescon and David L. Messenger, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution for him in any and all capacities, to sign (i) any and all amendments (including post-effective amendments) to this Registration Statement and (ii) any registration statement or post-effective amendment thereto to be filed with the U.S. Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. 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 connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Dale Francescon **Dale Francescon**	Chairman of the Board of Directors and Co-Chief Executive Officer (Co-Principal Executive Officer)	July 2, 2018
/s/ Robert J. Francescon **Robert J. Francescon**	Co-Chief Executive Officer, President and Director (Co-Principal Executive Officer)	July 2, 2018

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Signature	Title	Date
/s/ David L. Messenger **David L. Messenger**	Chief Financial Officer (Principal Financial Officer)	July 2, 2018
/s/ J. Scott Dixon **J. Scott Dixon**	Chief Accounting Officer (Principal Accounting Officer)	July 2, 2018
/s/ James M. Lippman **James M. Lippman**	Director	July 2, 2018
/s/ Keith R. Guericke **Keith R. Guericke**	Director	July 2, 2018
/s/ John P. Box **John P. Box**	Director	July 2, 2018

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Schedule I – co-Registrants:

- CCC Holdings, LLC
- Century Communities of Georgia, LLC
- Century Communities of Utah, LLC
- Century Communities Realty of Utah, LLC
- Century Communities Southeast, LLC
- Century Group LLC
- Hometown South, LLC
- Westown Condominiums, LLC
- Westown Townhomes, LLC

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Schedule II – co-Registrants:

- CC Southeast Constructors, LLC
- CCSC Realty Group, LLC
- Centennial Holding Company LLC
- Century Communities of Nevada, LLC
- Century Land Holdings of Texas, LLC
- Century Land Holdings of Utah, LLC
- Park 5th Avenue Development Co., LLC

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Schedule III – co-Registrants:

- CCG CONSTRUCTORS LLC
- CCG REALTY GROUP LLC

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Schedule IV – co-Registrants:

- CENTURY COMMUNITIES OF NEVADA REALTY, LLC
- CENTURY RHODES RANCH GC, LLC
- CENTURY TUSCANY GC, LLC
- NEIGHBORHOOD ASSOCIATIONS GROUP, LLC

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Schedule V – co-Registrants:

- Augusta Pointe, LLC
- Avalon at Inverness, LLC
- AVR A, LLC
- AVR B, LLC
- AVR C, LLC
- Beacon Pointe, LLC
- Belvedere at Ridgegate, LLC
- Blackstone Homes, LLC
- Bluffmont Estates, LLC
- Bradburn Village Homes, LLC
- CCH Homes, LLC
- Central Park Rowhomes, LLC
- Century at Anthology, LLC
- Century at Ash Meadows, LLC
- Century at Autumn Valley Ranch, LLC
- Century at Beacon Pointe, LLC
- Century at Belleview Place, LLC
- Century at Caley, LLC
- Century at Candelas, LLC
- Century at Carousel Farms, LLC
- Century at Castle Pines Town Center, LLC
- Century at Claremont Ranch, LLC
- Century at Compark Village North, LLC
- Century at Compark Village South, LLC
- Century at Forest Meadows, LLC
- Century at Harvest Meadows, LLC
- Century at Landmark, LLC
- Century at Littleton Village, LLC
- Century at Littleton Village II, LLC
- Century at LOR, LLC
- Century at Lowry, LLC
- Century at Marvella, LLC
- Century at Mayfield, LLC
- Century at Midtown, LLC
- Century at Millennium, LLC

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Schedule V – co-Registrants (cont'd):

- Century at Murphy Creek, LLC
- Century at Oak Street, LLC
- Century at Observatory Heights, LLC
- Century at Outlook, LLC
- Century at Salisbury Heights, LLC
- Century at Shalom Park, LLC
- Century at Southshore, LLC
- Century at Spring Valley Ranch, LLC
- Century at Sterling Ranch, LLC
- Century at Tanglewood, LLC
- Century at Terrain, LLC
- Century at The Grove, LLC
- Century at the Heights, LLC
- Century at The Meadows, LLC
- Century at Vista Ridge, LLC
- Century at Wildgrass, LLC
- Century at Wolf Ranch, LLC
- Century at Wyndham Hill, LLC
- Century City, LLC
- Century Land Holdings II, LLC
- Century Townhomes at Candelas, LLC
- Cherry Hill Park, LLC
- Cottages at Willow Park, LLC
- Enclave at Boyd Ponds, LLC
- Enclave at Cherry Creek, LLC
- Enclave at Pine Grove, LLC
- Estates at Chatfield Farms, LLC
- Hearth at Oak Meadows, LLC
- Highland at Westbury, LLC
- Hometown, LLC
- Ladera, LLC
- Lakeview Fort Collins, LLC
- Lincoln Park at Ridgegate, LLC
- Madison Estates, LLC
- Meridian Ranch, LLC

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Schedule V – co-Registrants (cont'd):

- MONTECITO AT RIDGEGATE, LLC
- PARKWOOD ESTATES, LLC
- PENINSULA VILLAS, LLC
- PRESERVE AT BRIARGATE, LLC
- RED ROCK POINTE, LLC
- RENAISSANCE AT RIDGEGATE, LLC
- RESERVE AT HIGHPOINTE ESTATES, LLC
- RESERVE AT THE MEADOWS, LLC
- SADDLE ROCK GOLF, LLC
- SADDLEBACK HEIGHTS, LLC
- SAH HOLDINGS, LLC
- SAWGRASS AT PLUM CREEK, LLC
- SAWGRASS AT PLUM CREEK II, LLC
- STETSON RIDGE HOMES, LLC
- STONYBRIDGE VILLAS, LLC
- SUMMERLANE VILLAGE, LLC
- THE RETREAT AT RIDGEGATE, LLC
- THE VERANDA, LLC
- THE VISTAS AT NOR'WOOD, LLC
- THE WHEATLANDS, LLC
- VENUE AT ARISTA, LLC
- VERONA ESTATES, LLC
- VILLAS AT HIGHLAND PARK, LLC
- VILLAS AT MURPHY CREEK, LLC
- WATERSIDE AT HIGHLAND PARK, LLC
- WILDGRASS, LLC

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Section 2: EX-5.1 (EX-5.1)

Exhibit 5.1

July 2, 2018

Century Communities, Inc.
8390 East Crescent Parkway, Suite 650
Greenwood Village, Colorado 80111

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to Century Communities, Inc., a Delaware corporation (the "Company"), in connection with the Company's filing of a

Registration Statement on Form S-3 with the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on the date hereof (as may be amended, the "Registration Statement"). The Registration Statement includes a base prospectus (the "Base Prospectus"), which provides that it will be supplemented by one or more prospectus supplements (each such prospectus supplement, together with the Base Prospectus, a "Prospectus"), relating to the registration of sales and issuances by the Company of up to $869,000,000 aggregate offering price of (i) shares of common stock, par value $0.01 per share, of the Company ("Common Stock"), (ii) shares of one or more series of preferred stock, par value $0.01 per share, of the Company ("Preferred Stock"), (iii) one or more series of debt securities of the Company ("Debt Securities") to be issued pursuant to an Indenture ("Indenture"), the form of which is filed as Exhibit 4.5 to the Registration Statement, and one or more supplements or officers' certificates thereto or resolutions of the Board of Directors of the Company, in each case establishing the terms of each such series of Debt Securities, (iv) warrants of the Company ("Warrants") representing rights to purchase Common Stock, Preferred Stock, or Debt Securities, (v) units of the Company ("Units") consisting of any combination of the other types of Securities (as defined below), and (vi) guarantees of the Debt Securities (the "Guarantees") by one or more of the subsidiaries of the Company listed on Schedule I hereto (the "Guarantors") pursuant to the terms of the applicable Indenture. The Common Stock, Preferred Stock, Debt Securities, Warrants, Units, and Guarantees, plus any additional Common Stock, Preferred Stock, Debt Securities, Warrants, Units, and Guarantees that may be registered pursuant to any subsequent registration statement that the Company may hereafter file with the Commission pursuant to Rule 462(b) under the Securities Act in connection with an offering by the Company contemplated by the Registration Statement, are referred to herein collectively as the "Securities."

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or such related applicable Prospectus, other than as expressly stated herein with respect to the sale and issuance of such respective Securities under such related applicable Prospectus.

In rendering the opinions expressed below, we have acted as counsel for the Company and have examined and relied upon originals (or copies certified or otherwise identified to our satisfaction) of the Certificate of Incorporation of the Company, as amended (the "Certificate of Incorporation"), the Bylaws of the Company, as amended, the Registration Statement, the form of Indenture, such corporate documents, records, agreements and instruments of the Company and the Guarantors, certificates of public officials, certificates of officers of the Company and the Guarantors, resolutions of the Company's board of directors and committees thereof,

resolutions of the Managers or the Boards of Directors of the Guarantors, and such other documents, records, agreements, instruments and certificates, and have examined such questions of law and have satisfied ourselves as to such matters of fact, as we have deemed relevant and necessary as a basis for the opinions set forth herein. In our examination, we have assumed, without independent investigation, the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all natural persons who have executed any of the documents reviewed by us, and the conformity with the original documents of any copies thereof submitted to us for our examination. In addition, we have relied, to the extent that we deem such reliance proper, upon such certificates and/or statements of public officials and of officers of the Company and the Guarantors with respect to the accuracy of material factual matters contained therein which were not independently established. In making our examination of documents executed by parties other than the Company and the Guarantors, we have assumed that such other parties had the power, corporate or other, to enter into and perform all their obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such other parties of such documents, and the validity and binding effect thereof.

We have assumed (i) that each of the Debt Securities, Warrants, Units and Guarantees, and the Indentures, warrant agreements, and unit agreements governing such Securities (collectively, the "Documents") has been or will be duly authorized, executed and delivered by the parties thereto, (ii) that each of the Documents constitutes or will constitute legally valid and binding obligations of the parties thereto, enforceable against each of them in accordance with their respective terms (other than with respect to the Company and the Guarantors parties thereto, as applicable), and (iii) that the status of each of the Documents as legally valid and binding obligations of the parties will not be affected by any (a) breaches of, or defaults under, other agreements or instruments, (b) violations of applicable statutes, rules, regulations or court or governmental orders, or (c) failures to obtain required consents, approvals or authorizations from, or to make required registrations, declarations or filings with, governmental authorities.

Our opinions set forth herein are limited to the General Corporation Law of the State of Delaware, the Delaware Limited Liability Company Act, the General Corporation Law of the State of California, the Colorado Limited Liability Company Act, the Georgia Limited Liability Company Act, the Nevada Limited-Liability Company Act, the North Carolina Limited Liability Company Act, the South Carolina Uniform Limited Liability Company Act of 1996, the Texas Corporation Law, the Utah Revised Uniform Limited Liability Company Act, and the laws of the State of New York, as applicable, and we do not express any opinion herein with respect to the laws of any other jurisdiction. In addition, we express no opinion as to matters relating to compliance with any federal or state antifraud laws, any securities or blue-sky laws of any jurisdiction, or any other rules or regulations relating to securities.

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

1. When an issuance of Common Stock has been duly authorized by all necessary corporate action of the Company, upon issuance, delivery and payment therefor in an amount not less than the par value thereof in the manner contemplated by the applicable Prospectus and by such corporate action, and in total amounts and numbers of shares that do not exceed the respective total amounts and numbers of shares (a) available under the Certificate of Incorporation, and (b) authorized by the Board of Directors of the Company in connection with the offering contemplated by the applicable Prospectus, such shares of Common Stock will be validly issued, fully paid and nonassessable.

2. When a series of Preferred Stock has been duly established in accordance with the terms of the Certificate of Incorporation and authorized by all necessary corporate action of the Company, upon issuance, delivery and payment therefor in an amount not less than the par value thereof in the manner contemplated by the applicable Prospectus and by such corporate action, and in total amounts and numbers of shares that do not exceed the respective total amounts and numbers of shares (a) available under the Certificate of Incorporation and (b) authorized by the Board of Directors of the Company in connection with the offering contemplated by the applicable Prospectus, such shares of such series of Preferred Stock will be validly issued, fully paid and nonassessable.

3. When the applicable Indenture has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular series of Debt Securities have been duly established in accordance with the terms of such Indenture and authorized by all necessary corporate action of the Company, and such Debt Securities have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of such Indenture and in the manner contemplated by the applicable Prospectus and by such corporate action, such Debt Securities will be the legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, and when the specific terms of a particular Guarantee of such series of Debt Securities by a Guarantor have been duly established in accordance with such Indenture and authorized by all necessary limited liability company action of such Guarantor, as applicable, and when a supplement to such Indenture providing for such Guarantee has been duly authorized by all necessary limited liability company action of such Guarantor, and when such Guarantee has been duly executed, issued and delivered in accordance with such Indenture and such supplement to such Indenture and in the manner contemplated by the applicable Prospectus and such limited liability company action, such Guarantee will be a legally valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms.

4. When the applicable warrant agreement has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular issuance of Warrants have been duly established in accordance with the terms of such warrant agreement and authorized by all necessary corporate action of the Company, and such Warrants have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of such warrant agreement and in the manner contemplated by the applicable Prospectus and by such corporate action (assuming the securities issuable upon exercise of such Warrants have been duly authorized and reserved for issuance by all necessary corporate action), such Warrants will be the legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

5. When the applicable unit agreement has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular issuance of Units have been duly authorized in accordance with the terms of such unit agreement and authorized by all necessary corporate action of the Company, and such Units have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of such unit agreement and in the manner contemplated by the applicable Prospectus and by such corporate action (assuming the securities issuable upon exercise of such Units have been duly authorized and reserved for issuance by all necessary corporate action), such Units will be the legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

The foregoing opinions are subject to (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; and (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy. Furthermore, we express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, and (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies, or judicial relief.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to our firm appearing under the caption “Legal Matters” in the Prospectus. We further consent to the incorporation by reference of this opinion letter and consent into any registration statement or post-effective amendment to the Registration Statement filed pursuant to Rule 462 under the Securities Act with respect to the Securities. In giving such consent, we do not thereby admit that we are a party whose consent is required to be filed with the Registration Statement under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

This opinion letter is rendered as of the date hereof, and we do not undertake any obligation to advise you of any changes in our opinions expressed herein resulting from matters that may arise after the date hereof or that may hereinafter come to our attention. We express no opinions other than as expressly set forth herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion letter is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act.

Sincerely,

/s/ Greenberg Traurig, LLP

Greenberg Traurig, LLP

Guarantors

Name of Guarantor	State of Formation, Organization, or Incorporation
Augusta Pointe, LLC	Colorado
Avalon at Inverness, LLC	Colorado
AVR A, LLC	Colorado
AVR B, LLC	Colorado
AVR C, LLC	Colorado
Beacon Pointe, LLC	Colorado
Belvedere at Ridgegate, LLC	Colorado
Benchmark Builders North Carolina, LLC	Delaware
Benchmark Communities, LLC	Delaware
Blackstone Homes, LLC	Colorado
Bluffmont Estates, LLC	Colorado
BMC East Garrison, LLC	Delaware
BMC EG Bluffs, LLC	Delaware
BMC EG Bungalow, LLC	Delaware
BMC EG Courtyards, LLC	Delaware
BMC EG Garden, LLC	Delaware
BMC EG Grove, LLC	Delaware
BMC EG Towns, LLC	Delaware
BMC EG Village, LLC	Delaware
BMC Meadowood II, LLC	Delaware
BMC Pine Ridge, LLC	Delaware
BMC Promise Way, LLC	Delaware
BMC Rancho Etiwanda, LLC	Delaware
BMC Realty Advisors, Inc	California
BMC Red Hawk, LLC	Delaware
BMC Rosemead, LLC	Delaware
BMC Sagewood, LLC	Delaware
BMC Shields Locan, LLC	Delaware

Name of Guarantor	State of Formation, Organization, or Incorporation
BMC Touchstone, LLC	Delaware
BMCH California, LLC	Delaware
BMCH North Carolina, LLC	Delaware
BMCH Tennessee, LLC	Delaware
BMCH Washington, LLC	Delaware
Bradburn Village Homes, LLC	Colorado
Casa Acquisition Corp.	Delaware
CC Communities, LLC	Colorado
CC Southeast Constructors, LLC	North Carolina
CCC Holdings, LLC	Colorado
CCG Constructors LLC	Georgia
CCG Realty Group LLC	Georgia
CCH Homes, LLC	Colorado
CCSC Realty Group, LLC	South Carolina
Centennial Holding Company LLC	Colorado
Central Park Rowhomes, LLC	Colorado
Century at Anthology, LLC	Colorado
Century at Ash Meadows, LLC	Colorado
Century at Autumn Valley Ranch, LLC	Colorado
Century at Beacon Pointe, LLC	Colorado
Century at Belleview Place, LLC	Colorado
Century at Caley, LLC	Colorado
Century at Candelas, LLC	Colorado
Century at Carousel Farms, LLC	Colorado
Century at Castle Pines Town Center, LLC	Colorado
Century at Claremont Ranch, LLC	Colorado
Century at Compark Village North, LLC	Colorado
Century at Compark Village South, LLC	Colorado
Century at Forest Meadows, LLC	Colorado
Century at Harvest Meadows, LLC	Colorado
Century at Landmark, LLC	Colorado

Name of Guarantor	State of Formation, Organization, or Incorporation
Century at Littleton Village, LLC	Colorado
Century at Littleton Village II, LLC	Colorado
Century at LOR, LLC	Colorado
Century at Lowry, LLC	Colorado
Century at Marvella, LLC	Colorado
Century at Mayfield, LLC	Colorado
Century at Midtown, LLC	Colorado
Century at Millennium, LLC	Colorado
Century at Murphy Creek, LLC	Colorado
Century at Oak Street, LLC	Colorado
Century at Observatory Heights, LLC	Colorado
Century at Outlook, LLC	Colorado
Century at Salisbury Heights, LLC	Colorado
Century at Shalom Park, LLC	Colorado
Century at Southshore, LLC	Colorado
Century at Spring Valley Ranch, LLC	Colorado
Century at Sterling Ranch, LLC	Colorado
Century at Tanglewood, LLC	Colorado
Century at Terrain, LLC	Colorado
Century at The Grove, LLC	Colorado
Century at the Heights, LLC	Colorado
Century at The Meadows, LLC	Colorado
Century at Vista Ridge, LLC	Colorado
Century at Wildgrass, LLC	Colorado
Century at Wolf Ranch, LLC	Colorado
Century at Wyndham Hill, LLC	Colorado
Century City, LLC	Colorado
Century Communities of Georgia, LLC	Colorado
Century Communities of Nevada Realty, LLC	Nevada
Century Communities of Nevada, LLC	Delaware
Century Communities of Utah, LLC	Utah

Name of Guarantor	State of Formation, Organization, or Incorporation
Century Communities Realty of Utah, LLC	Utah
Century Communities Southeast, LLC	Colorado
Century Group LLC	Colorado
Century Land Holdings, LLC	Colorado
Century Land Holdings II, LLC	Colorado
Century Land Holdings of Texas, LLC	Colorado
Century Land Holdings of Utah, LLC	Utah
Century Rhodes Ranch GC, LLC	Delaware
Century Townhomes at Candelas, LLC	Colorado
Century Tuscany GC, LLC	Delaware
Cherry Hill Park, LLC	Colorado
Cottages at Willow Park, LLC	Colorado
Enclave at Boyd Ponds, LLC	Colorado
Enclave at Cherry Creek, LLC	Colorado
Enclave at Pine Grove, LLC	Colorado
Estates at Chatfield Farms, LLC	Colorado
Hearth at Oak Meadows, LLC	Colorado
Highlands at Westbury, LLC	Colorado
Hometown, LLC	Colorado
Hometown South, LLC	Colorado
Horizon Building Services, LLC	Colorado
Ladera, LLC	Colorado
Lakeview Fort Collins, LLC	Colorado
Lincoln Park at Ridgegate, LLC	Colorado
Madison Estates, LLC	Colorado
Meridian Ranch, LLC	Colorado
Montecito at Ridgegate, LLC	Colorado
Neighborhood Associations Group, LLC	Delaware
Park 5th Avenue Development Co., LLC	Colorado
Parkwood Estates, LLC	Colorado

Name of Guarantor	State of Formation, Organization, or Incorporation
Peninsula Villas, LLC	Colorado
Preserve at Briargate, LLC	Colorado
Red Rocks Pointe, LLC	Colorado
Renaissance at Ridgegate, LLC	Colorado
Reserve at Highpointe Estates, LLC	Colorado
Reserve at The Meadows, LLC	Colorado
Saddle Rock Golf, LLC	Colorado
Saddleback Heights, LLC	Colorado
SAH Holdings, LLC	Colorado
Sawgrass at Plum Creek, LLC	Colorado
Sawgrass at Plum Creek II, LLC	Colorado
Stetson Ridge Homes, LLC	Colorado
Stonybridge Villas, LLC	Colorado
Summerlane Village, LLC	Colorado
SWMJ Construction, Inc.	Texas
The Retreat at Ridgegate, LLC	Colorado
The Veranda, LLC	Colorado
The Vistas at Nor'wood, LLC	Colorado
The Wheatlands, LLC	Colorado
UCP Barclay III, LLC	Delaware
UCP East Garrison, LLC	Delaware
UCP Hillcrest Hollister, LLC	Delaware
UCP Kerman, LLC	Delaware
UCP Meadowood III, LLC	Delaware
UCP Quail Run, LLC	Delaware
UCP Sagewood, LLC	Delaware
UCP Santa Ana Hollister, LLC	Delaware
UCP Soledad, LLC	Delaware
UCP Tapestry, LLC	Delaware
UCP, LLC	Delaware
Venue at Arista, LLC	Colorado

Name of Guarantor	State of Formation, Organization, or Incorporation
Verona Estates, LLC	Colorado
Villas at Highland Park, LLC	Colorado
Villas at Murphy Creek, LLC	Colorado
Waterside at Highland Park, LLC	Colorado
Westown Condominiums, LLC	Colorado
Westown Townhomes, LLC	Colorado
Wildgrass, LLC	Colorado

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Section 3: EX-12.1 (EX-12.1)

Exhibit 12.1

Statement Regarding Computation of Ratio of Earnings to Fixed Charges

The following table sets forth our ratio of earnings to fixed charges for the three months ended March 31, 2018 and 2017 and for the years ended December 31, 2017, 2016, 2015, 2014 and 2013.

	Three Months Ended March 31,		Year Ended December 31,				
(Dollars in thousands)	**2018**	**2017**	**2017**	**2016**	**2015**	**2014**	**2013**
Earnings	$ 32,296	$ 17,161	$117,806	$ 93,118	$ 70,767	$ 33,530	$19,679
Fixed charges	$ 13,587	$ 7,888	$ 46,469	$ 27,371	$ 20,693	$ 11,053	$ 1,183
Ratio of earnings to fixed charges	2.38	2.18	2.54	3.40	3.42	3.03	16.63
Earnings (Loss):							
Income before income taxes	$ 23,107	$ 12,051	$ 84,164	$ 73,149	$ 60,305	$ 30,959	$18,073
Add: fixed charges	13,587	7,888	46,469	27,371	20,693	11,053	1,183
Less: capitalized interest	(13,357)	(7,734)	(45,725)	(26,904)	(20,313)	(10,848)	(1,098)
Add: amortization of previously capitalized interest	8,959	4,956	32,898	19,502	10,082	2,366	1,521
Total earnings	$ 32,296	$ 17,161	$117,806	$ 93,118	$ 70,767	$ 33,530	$19,679
Fixed Charges:							
Interest expense (1)	$ 2	$ 1	$ (3)	$ 5	$ 10	$ 26	$ —
Interest component of rent expense	228	153	747	462	370	179	85
Capitalized interest	13,357	7,734	45,725	26,904	20,313	10,848	1,098
Total fixed charges	$ 13,587	$ 7,888	$ 46,469	$ 27,371	$ 20,693	$ 11,053	$ 1,183

(1) Excludes capitalized interest.

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Section 4: EX-23.1 (EX-23.1)

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in this Registration Statement (Form S-3) and related Prospectus of Century Communities, Inc. for the registration of common stock, preferred stock, debt securities, warrants, units, and guarantees of debt securities, and to the incorporation by reference therein of our reports dated March 1, 2018, with respect to the consolidated financial statements of Century Communities, Inc. and the effectiveness of internal control over financial reporting of Century Communities, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2017, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Denver, Colorado
July 2, 2018

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Section 5: EX-23.2 (EX-23.2)

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated March 2, 2017, relating to the consolidated financial statements of UCP, Inc., and the effectiveness of UCP, Inc.'s internal control over financial reporting, appearing in the Annual Report on Form 10-K of UCP, Inc. for the year ended December 31, 2016, and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ DELOITTE & TOUCHE LLP

San Diego, CA
July 2, 2018
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Section 6: EX-25.1 (EX-25.1)

Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)**

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall
Minneapolis, Minnesota **55402**
(Address of principal executive offices) **(Zip Code)**

Kathy L. Mitchell
U.S. Bank National Association
225 Asylum Street, 23rd Floor
Hartford, CT 06103
(860) 241-6832
(Name, address and telephone number of agent for service)

Century Communities, Inc.
(Issuer with respect to the Securities)

Delaware **68-0521411**
(State or other jurisdiction of incorporation or organization) **(I.R.S. Employer Identification No.)**

8390 East Crescent Parkway, Suite 650

Greenwood Village, CO	80111
(Address of Principal Executive Offices)	**(Zip Code)**

Debt Securities
(Title of the Indenture Securities)

FORM T-1

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
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

Item 2. **AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
4. A copy of the existing bylaws of the Trustee.**
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of March 31, 2018 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on form S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on form S-3ASR, Registration Number 333-199863 filed on November 5, 2014.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. 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 and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Hartford, State of Connecticut on the 2nd of July, 2018.

By: /s/ Kathy L. Mitchell
Kathy L. Mitchell
Vice President

Exhibit 2

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Joseph Otting, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, May 8, 2018, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

Exhibit 3

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATION OF FIDUCIARY POWERS

I, Joseph Otting, Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today, May 8, 2018, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Joseph Otting

Comptroller of the Currency

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: July 2, 2018

By: /s/ Kathy L. Mitchell
Kathy L. Mitchell
Vice President

Exhibit 7

U.S. Bank National Association
Statement of Financial Condition
As of 3/31/2018

($000's)

	3/31/2018
Assets	
Cash and Balances Due From Depository Institutions	$ 19,210,762
Securities	110,797,912
Federal Funds	49,966
Loans & Lease Financing Receivables	278,268,217
Fixed Assets	4,035,404
Intangible Assets	13,036,496
Other Assets	26,856,978
Total Assets	**$452,255,735**
Liabilities	
Deposits	$ 355,061,230
Fed Funds	931,593
Treasury Demand Notes	0
Trading Liabilities	681,501
Other Borrowed Money	32,101,111
Acceptances	0
Subordinated Notes and Debentures	3,300,000
Other Liabilities	13,027,872
Total Liabilities	**$405,103,307**
Equity	
Common and Preferred Stock	$ 18,200
Surplus	14,266,915
Undivided Profits	32,071,141
Minority Interest in Subsidiaries	796,172
Total Equity Capital	**$ 47,152,428**
Total Liabilities and Equity Capital	**$452,255,735**

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