

**WESTPOINTE VILLAGES PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1  
- LOT TYPE 2 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF DAYTON, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

1210 Millpointe Lane, Dayton, TX 77535

\_\_\_\_\_  
PROPERTY ADDRESS

**IMPROVEMENT AREA #1 - LOT TYPE 2 PRINCIPAL ASSESSMENT: \$31,204.05**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dayton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Westpointe Villages Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dayton. The exact amount of each annual installment will be approved each year by the Dayton City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dayton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Liberty County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

Authentisign  
Logan Ray Smart      4/27/2026  
SIGNATURE OF SELLER

Authentisign  
Emily Grace Smart      4/27/2026  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Liberty County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Liberty County.

## Annual Installments - Improvement Area #1 - Lot Type 2

Annual Installments Due	Improvement Area #1 Senior Lien Bonds [a]			Improvement Area #1 Junior Lien Bonds [a]			Annual Collection Costs	Total Annual Installment [e]
	Principal	Interest [b]	Additional Interest [c]	Principal	Interest [d]	Additional Interest [c]		
1/31/2026	361.94	996.97	96.91	183.00	679.76	59.11	295.64	2,673.34
1/31/2027	378.21	980.23	95.10	195.20	669.24	58.19	140.78	2,516.96
1/31/2028	398.54	962.74	93.21	203.34	658.02	57.22	143.60	2,516.66
1/31/2029	418.87	943.31	91.22	211.47	646.33	56.20	146.47	2,513.87
1/31/2030	435.14	922.89	89.12	227.74	634.17	55.14	149.40	2,513.60
1/31/2031	455.47	901.68	86.95	239.94	621.07	54.01	152.39	2,511.50
1/31/2032	475.81	879.47	84.67	256.20	607.28	52.81	155.43	2,511.67
1/31/2033	496.14	856.28	82.29	272.47	592.54	51.53	158.54	2,509.79
1/31/2034	520.54	830.85	79.81	292.80	576.88	50.16	161.71	2,512.76
1/31/2035	544.94	804.17	77.21	309.07	560.04	48.70	164.95	2,509.08
1/31/2036	573.41	776.24	74.48	325.34	542.27	47.15	168.25	2,507.14
1/31/2037	601.88	746.86	71.62	345.67	523.56	45.53	171.61	2,506.72
1/31/2038	630.34	716.01	68.61	370.07	503.69	43.80	175.04	2,507.56
1/31/2039	662.88	683.70	65.45	390.41	482.41	41.95	178.54	2,505.34
1/31/2040	695.41	649.73	62.14	414.81	459.96	40.00	182.12	2,504.16
1/31/2041	727.95	614.09	58.66	443.27	436.11	37.92	185.76	2,503.76
1/31/2042	764.55	576.78	55.02	471.74	410.62	35.71	189.47	2,503.89
1/31/2043	805.21	537.60	51.20	500.21	383.49	33.35	193.26	2,504.33
1/31/2044	845.88	495.33	47.17	532.74	354.73	30.85	197.13	2,503.83
1/31/2045	890.61	450.92	42.94	565.28	324.10	28.18	201.07	2,503.11
1/31/2046	935.35	404.16	38.49	597.81	291.59	25.36	205.09	2,497.85
1/31/2047	984.15	355.06	33.81	638.48	257.22	22.37	209.19	2,500.28
1/31/2048	1,037.02	303.39	28.89	675.08	220.51	19.17	213.38	2,497.44
1/31/2049	1,089.88	248.95	23.71	719.81	181.69	15.80	217.64	2,497.49
1/31/2050	1,146.82	191.73	18.26	764.55	140.30	12.20	222.00	2,495.85
1/31/2051	1,207.82	131.52	12.53	813.35	96.34	8.38	226.44	2,496.37
1/31/2052	1,297.29	68.11	6.49	862.15	49.57	4.31	267.59	2,555.50
<b>Total</b>	<b>\$ 19,382.05</b>	<b>\$ 17,028.76</b>	<b>\$ 1,635.97</b>	<b>\$ 11,821.99</b>	<b>\$ 11,903.48</b>	<b>\$ 1,035.09</b>	<b>\$ 5,072.49</b>	<b>\$ 67,879.82</b>

**Footnotes:**

[a] The Improvement Area #1 Assessment secures the Improvement Area #1 Senior Lien Bonds on a first and prior lien basis and the Improvement Area #1 Junior Lien Bonds on a junior and subordinate basis to the lien and pledge on the Improvement Area #1 Senior Lien Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #1 Senior Lien Bonds.

[c] Additional Interest is calculated at a 0.50% rate.

[d] Interest is calculated at the actual rate of the Improvement Area #1 Junior Lien Bonds.

[e] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment