

SWORN STATEMENT OF PRIVILEGE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, duly commissioned in and for the Parish of East Baton Rouge, State of Louisiana, and qualified in and for the Parish of East Baton Rouge, State of Louisiana, personally came and appeared:

KENSINGTON ESTATES HOMEOWNERS ASSOCIATION, a nonprofit corporation organized and existing under the laws of the State of Louisiana, herein represented by and through, _____, its duly authorized Board Member,

(hereinafter, the "*Homeowners Association*"),

which, being by me first duly sworn, did depose and state that:

Both Kensington Estates Homeowners Association and its above-named representative, _____, are personally familiar with the facts hereinafter set forth.

The Homeowners Association is duly empowered, and has the authority, to assess dues to Lot Owners of Property that is subject to that certain Declaration of Covenants, Conditions & Restrictions for Kensington Estates, dated, November 26, 1996, and recorded on December 3, 1996, as Original 729, Bundle 10747, as amended at Original 920, Bundle 10848, as amended at Original 268, Bundle 10979, as amended at Original 269, Bundle 10979, as amended at Original 301, Bundle 11093, as amended at Original 428, Bundle 11095, and amended at Original 348, Bundle 11497, and amended at Original 349, Bundle 11497, and amended at Original 627, Bundle 11832, and amended at Original 631, Bundle 11832 of the official records of the Parish of East Baton Rouge, State of Louisiana (the "*Acts of Restrictions*") affecting Kensington Estates Filing 1, Lots 1 through 67, Filing 2, Lots 68 through 124, Filing 3, Lots 125 through 168. The Restrictions provide that the Homeowners Association shall have the right to impose and file in the mortgage records of East Baton Rouge Parish a privilege against any Lot in accordance with La R.S. 9:1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Homeowners Association. Pursuant to the Restrictions, all expenses, including all reasonable attorneys fees, incurred by the Homeowners Association in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or otherwise enforcing these Restrictions shall be the responsibility of the defaulting Lot Owner,

and the Homeowners Association shall have the right in accordance with La R.S. 9:1145 to file a privilege against any Lot Owner to the Homeowners Association, which shall include all attorneys fees incurred by the Homeowners Association in enforcing these Restrictions against the defaulting Lot Owner. Additionally, the Restrictions provide that the Homeowners Association shall have the right in accordance with LA R.S. 9:1145 to file a privilege against any Lot owned by a Lot Owner as security for the repayment of any dues or other expenses, including attorney fees, owed by such Lot Owner to the Homeowners Association.

The Homeowners Association has assessed Homeowners Association dues to _____ (the "Defaulting Lot Owners"), the defaulting Lot Owner of Lot ____, Kensington Estates, Filling ____, East Baton Rouge Parish, State of Louisiana ("Lot ____") in the amount of _____ **HUNDRED DOLLARS**, which sum remains unpaid, despite amicable demand by the Homeowners Association for more than ten (10) days. In addition to the unpaid balance due, the Homeowners Association is entitled to recover the sum of **EIGHTY DOLARS** which covers the cost of recording this Sworn Statement of Privilege, *plus* all expenses and interest, including attorneys fees, incurred in collecting the above sums from the Defaulting Lot Owners.

The Homeowners Association is further informed that Lot __ is owned by _____ and that the address of Lot __ is _____, Baton Rouge, East Baton Rouge Parish, State of Louisiana 70810.

This Affidavit is made for the purpose of preserving the claim and privilege granted by the law to the Homeowners Association on Lot ____ and all improvements thereon, with full reservation of right to assert all claims, if any, for personal liability against the Defaulting Lot Owners.

THIS DONE, READ AND SIGNED in the presence of the undersigned competent witnesses and me, Notary Public, this _____ day of _____, 20____ .

WITNESSES:

KENSINGTON ESTATES HOME OWNERS ASSOCIATION

Board Member

NOTARY PUBLIC
My Commission is Issued For Life