THIS AGREEMENT made this <u>2nd</u> day of July, 1981, between the Board of Directors of NORTHGATE TRACE Homeowners Association, hereinafter called "NORTHGATE", and Caine Company, A Partnership, hereinafter called the "Agent".

## WITNESSETH:

In consideration of the terms, conditions, and covenants hereinafter set forth, the parties hereto mutually agree as follows:

## FIRST.

(a) "NORTHGATE" hereby appoints the Agent, and the Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of the condominiums known as NORTHGATE TRACE located in the County of Greenville, State of South Carolina, and consisting of <a href="forty-five">forty-five</a> (45) dwelling units in the NORTHGATE TRACE Horizontal Property Regime.

SECOND. The Agent shall contract for all managerial personnel necessary for the efficient discharge of the duties of the Agent hereunder. Compensation for the services shall be the responsibility of the Agent. The Agent shall render services and perform duties as follows:

- (a) Maintain businesslike relations with Condominium Owners, known as members, whose service requests shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each. Complaints of a serious nature shall, after thorough investigation, be reported to the Board with appropriate recommendations. As part of a continuing program, secure full performance by the Members of all items and maintenance for which they are responsible.
- (b) Collect all assessments due from Members. The Board hereby authorizes the Agent to request, demand, collect, receive, and receipt for any and all charges which may at any time be or become due to the Board and to take such action in the name of the Board by way of legal process or otherwise as may be required for the collection of delinquent quarterly assessments. As a standard practice, the

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**TO** 

A COUNTY