

SCHEDULE THREE

AFFORDABLE HOUSING

The Owner, to the intent and so as to bind the Land into whosoever hands the same may come, covenants with the Authority as follows:

- 1 To notify the Authority in writing of the date of the Commencement of Development on the Land within 28 days of such date
- 2 At all times, until such time as it may be disposed of in accordance with paragraph 5 below, to manage the Development as affordable housing for local people in housing need in accordance with the provisions of this Agreement
- 3 Save as provided in paragraphs 4 and 5 below, not at any time to cause or permit any dwelling on the Land to be occupied other than by way of letting at an Affordable Rent under an assured tenancy, starter tenancy or other tenancy which complies in all respects with all current and relevant requirements and guidance issued from time to time by the TSA
- 4 Not at any time to cause or permit any dwelling on the Land to be occupied, whether initially or on any subsequent change of occupation, other than by a Qualifying Person in accordance with the Affordable Housing Criteria **PROVIDED ALWAYS** that if after diligent enquiries no Qualifying Person can be found within a period of six weeks starting from the date the Owner requests a nomination from the Local Housing Authority, the Owner shall be free on that occasion only to let the dwelling at an Affordable Rent to:
 - (a) any person living within the National Park and in housing need and eligible to occupy that Unit of Affordable Housing through the operation of the Housing Allocation Scheme of the Local Housing Authority

OR if after a further period of two weeks no such person can be found:

- (b) any person living within the National Park and in housing need and eligible to occupy that Unit of Affordable Housing through the operation of the Housing Allocation Scheme of an Adjoining Housing Authority

OR if after a further period of two weeks no such person can be found:

- (c) any person in housing need and eligible to occupy that Unit of Affordable Housing through the operation of the Housing Allocation Scheme of the Local Housing Authority

5. Not at any time to cause or permit any estate or interest, other than the grant of a periodic tenancy (which for the avoidance of doubt shall include a starter tenancy) to be transferred or otherwise disposed of unless the disposal is:

- (a) pursuant to the authorisation of the TSA under section 9 of the Housing Act 1996; or
- (b) pursuant to any Order of the Court; or
- (c) to a Registered Social Landlord or to a village trust or similar body as required by saved policy HS2 of the Authority's Local Plan First Review, provided such village trust or body is first approved in writing by the Local Housing Authority for the provision of the affordable housing for local people in housing need

6 The provisions of paragraph 5 shall not apply to a mortgagee in possession of the Land or any part thereof, nor to any receiver appointed by such mortgagee, to the intent that any mortgagee or receiver shall be free to deal or dispose of the same free from those restrictions, provided that:

- (a) the mortgagee or receiver (as the case may be) first gives written notice to the Local Housing Authority that it is seeking a purchaser for the dwelling(s) concerned; and
- (b) after a period of six months from the date of such notice, a Registered Social Landlord has not exchanged contracts unconditionally with the mortgagee or receiver for the purchase of the dwelling(s) concerned; and
- (c) the sale or disposal is conditional upon the purchaser entering into a binding legal covenant to observe the restrictions and perform the obligations contained within this Agreement and more particularly defined in Schedules Three and Four to this Agreement; and

- (d) the sale or disposal is conditional upon the purchaser entering into a further covenant not to transfer or dispose of any estate or interest in the Land without ensuring that all persons acquiring that estate of interest concurrently enter into a covenant to observe the restrictions and perform the obligations contained in this Agreement and more particularly defined in Schedule Three and Four to this Agreement, and to secure that any future purchaser shall be required to so covenant.
- (e) the purchase price payable to a mortgagee or receiver by any Registered Social Landlord under this paragraph 6 shall be limited to the higher of:
 - (a) the restricted market value of the dwelling(s) concerned, being subject to the provisions of this Agreement; or
 - (b) the amount required to redeem the outstanding borrowing secured upon the dwelling(s) concerned, up to a maximum amount being the open market value of the dwelling(s) as if unencumbered by the provisions of this Agreement

7 Where any dwelling on the Land is to be let by a RSL pursuant to this Agreement, nothing in paragraphs 3 or 4 of this Schedule shall operate to require the RSL to let the dwelling to any person (whether or not a Qualifying Person) if to do so would -

- 7.1 be in breach of the Housing Corporation's Regulatory Code or other formal guidance issued from time to time by the TSA, the Homes and Communities Agency or any statutory successor body thereto; or
- 7.2 be in breach of or otherwise not in compliance with that RSL's Articles of Association or other formal rules regulating the business or charitable status of that RSL,

PROVIDED THAT if the RSL does elect not to let the dwelling for either reason, it shall first notify the Local Housing Authority in writing with detailed reason(s).

SCHEDULE FOUR

AFFORDABLE HOUSING CRITERIA

A person (together with their spouse or partner, their children and dependents) will fulfil the Affordable Housing Criteria and be a 'Qualifying Person' within the meaning of this Agreement if s/he can show that:

- (1) s/he is in need of suitable permanent housing; **AND**
- (2) s/he can demonstrate to the satisfaction of the Authority or its nominee that s/he cannot afford to pay market rents or the open market price for reasonably suitable permanent housing; **AND**
- (3) s/he qualifies as a local person according to the following definition:
 - a) a person currently living in the parish of Ilington, or the adjacent parishes of Bickington, Manaton & Widecombe-in-the-Moor, and having done so for a period of at least five years; or
 - b) a person who has lived in the parish of Ilington, or the adjacent parishes of Bickington, Manaton & Widecombe-in-the-Moor, for a period of five years but has moved away in the past three years; or
 - c) a person who has a strong local connection with the parish of Ilington, or the adjacent parishes of Bickington, Manaton & Widecombe-in-the-Moor, by virtue of, for example, upbringing or current employment

and for the avoidance of doubt these categories (a) to (c) are not expressed in any rank or priority order.