

THIRD SCHEDULE

The Owner's Covenants with the Council

1. Open Space and Play Provision Contribution

The Owner shall pay to the Council the Open Space and Play Provision Contribution in the following instalments:

- 1.1 40% upon the first Occupation of any Dwelling; and
- 1.2 60% on the 1st anniversary of the first Occupation of any Dwelling.

2. Air Quality Management Contribution

The Owner shall pay to the Council the Air Quality Management Contribution prior to the Occupation of any Dwelling.

3. Public Art Contribution

The Owner shall deliver a public arts scheme on or before the first anniversary of Commencement of Development. Such scheme shall be agreed with the Council (each party acting reasonably) and the cost of the same shall not exceed the Public Art Contribution.

4. Affordable Housing

- 4.1 The Development shall provide a minimum of thirteen Affordable Dwellings on a tenure split of nine as Affordable Rented Housing or Social Rented Housing and four as Intermediate Affordable Housing.
- 4.2 Prior to Occupation of five Open Market Dwellings constructed pursuant to the Planning Permission the Owner shall transfer to an Affordable Housing Provider all the Affordable Dwellings on the Site on such terms and subject to existing encumbrances reservations and the imposition of such covenants as may be agreed between the Owner and the Affordable Housing Provider with the intention that the Affordable Dwellings be occupied and managed by and in accordance with the aims and objects of the Affordable Housing Provider PROVIDED THAT after it shall have parted with any interest in the Affordable Dwellings the Owner shall bear no liability for ensuring that this intention is achieved or that the Affordable Housing Provider complies with the following obligations.
- 4.3 The Affordable Housing Provider shall upon completion of the transfer of the Affordable Dwellings and subsequently allocate each Affordable Dwelling to a person who is considered by the Affordable Housing Provider to be in need of such accommodation and who in the opinion of the Affordable Housing Provider is unable to afford other accommodation in the locality suitable to the needs of himself and his household and who:

4.3.1 has immediately prior to such allocation been resident within Newton Abbot; or

4.3.2. has a strong local connection with Newton Abbot;

AND in seeking to allocate the Affordable Dwellings under this sub-paragraph the Affordable Housing Provider shall (but without limiting its wider discretion in this regard) consider:-

4.3.3 family associations of such person or persons in Newton Abbot;

4.3.4 any periods of ordinary residence of such person or persons in Newton Abbot not immediately before the date upon which any Affordable Dwelling becomes vacant; and/or

4.3.5 whether such person or persons has to have permanent employment in Newton Abbot.

4.4 If the Affordable Housing Provider is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraph 4.3 above then the Affordable Housing Provider shall allocate any such Affordable Dwelling by applying the procedures contained in paragraph 4.3 above but in lieu of the reference therein to Newton Abbot there shall be substituted references to the surrounding parishes of Kingsteignton, Kingskerswell and Abbotskerswell.

4.5 If the Affordable Housing Provider is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraphs 4.3 and 4.4 above then the Affordable Housing Provider shall subject to the provisions of paragraphs 4.6 and 4.7 allocate any such Affordable Dwelling to a person or persons ("the nominee") nominated by the Service Lead for Housing for the time being of the Council from the Council's list of persons of priority housing need within its administrative area PROVIDED that the Affordable Housing Provider shall have the right to reject an applicant if one of the following criteria is met :-

4.5.1 The nominee has no housing need as defined within the criteria for preference within the Housing Act 1996 (as amended by the Homelessness Act 2002)

4.5.2 The nominee is not a suitable tenant as defined within the criteria of the Affordable Housing Provider's Allocations and Lettings Policy

4.5.3 In the case of an Affordable Dwelling to be let on a Shared Ownership Lease the nominee does not have sufficient cash or income to purchase the required equity share.

AND the Affordable Housing Provider has the right, whilst acting reasonably at all times, in respect of each nomination to reject the nominee by giving notice to the Council and such notice shall state reasons for the rejection and the Council shall have the right to nominate an alternative.

4.6 In the circumstances set out in paragraph 4.7, the Affordable Housing Provider shall be released from the obligation under paragraph 4.5 of this Schedule and shall be entitled to allocate any vacant Affordable Dwelling to any person who is considered by the Affordable Housing Provider to be in need of such accommodation and who is resident in the district of Teignbridge or has a strong local connection with the district of Teignbridge or failing that within the County of Devon.

4.7 The circumstances set out in this paragraph shall be the following:-

4.7.1 If no nomination is made by the Service Lead for Housing within two weeks of notification by the Affordable Housing Provider of a vacancy;

4.7.2 If a nomination has been made by the Service Lead for Housing and the nominee has failed either:

4.7.2.1 if the dwelling is being made available on a Shared Ownership Lease to exchange contracts for the grant of the Shared Ownership Lease within a six week period or

4.7.2.2 in any other case to complete a tenancy agreement or lease within a seven day period;

AND it is agreed that in these circumstances the Service Lead for Housing may not make a second nomination.

4.8 Upon any disposal by the Affordable Housing Provider of the freehold reversion of any Affordable Dwelling in respect of which a Shared Ownership Lease has been granted there shall be included in the transfer a covenant on the part of the purchaser in favour of the Affordable Housing Provider that the said purchaser will not dispose of the said Affordable Dwelling (other than by way of mortgage) without first offering to convey the Affordable Dwelling to the Affordable Housing Provider at open market value.

4.9 The planning obligations contained in paragraphs 4.1 to 4.8 of this Schedule shall not apply:

4.9.1 to any mortgagee or chargee of the Affordable Dwellings or any of them nor to any receiver appointed by any such mortgagee or chargee to the intent that any such mortgagee chargee or receiver may deal with or dispose of any dwelling or dwellings comprising the Affordable dwellings freed from the said obligation and on the basis that any person deriving title through or under such mortgagee chargee or receiver shall not be bound by the said obligation; nor

4.9.2 to any tenant of any rented dwelling comprised in the Affordable Dwellings who exercises any right to acquire his or her dwelling (or any interest in it) or acquires the said rented dwelling pursuant to any

voluntary sales policy of his or her landlord and nor to any person deriving title through or under such tenant; nor

- 4.9.3 to any person holding a Shared Ownership Lease of any dwelling comprised in the Affordable Dwellings from time to time in the event that such person exercises any right to staircase which may be included in such Shared Ownership Lease and such leaseholder acquires a 100% leasehold or freehold interest in the relevant dwelling and nor to any person deriving title through or under such leaseholder.
- 4.10 The chargee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give not less than two months' prior notice ("chargee's Notice") to the Council of its intention to dispose and;
- 4.10.1 In the event that the Council responds within one month from receipt of the chargee's Notice indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to both safeguard them as Affordable Housing and meet the chargee's reasonable requirements then the chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer.
- 4.10.2 If the Council does not serve its response to the chargee's Notice served under paragraph 4.10.1 within the one month period then the chargee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this Schedule.
- 4.10.3 If the Council or any other person cannot within two months of the date of service of its response secure such transfer then provided that the chargee shall have complied with its obligations under paragraph 4.10 the chargee shall be entitled to dispose free of the restrictions set out in this Schedule.