



OWN IN OGDEN APPLICATION PROCESS

Complete Application Packet: (Incomplete applications will not be accepted)

- Own in Ogden Application (completed and signed)
- Own in Ogden Loan Commitment (signed & dated)
- Real Estate Purchase Contract (fully executed)
- Picture Identification
- Most-recently filed Federal tax return
- 60 days' worth of the most-recent paystubs for all household members 18 and older
- Seller Permission for the Ogden City Housing Inspection (signed & notarized or DocuSigned)
- Seller Affidavit of Occupancy (signed & notarized or DocuSigned)
- Acknowledgement of Voluntary Acquisition (signed & dated)
- Credit Report
- Most Recent Bank Statement (for all accounts)
- Loan Estimate
- Budget Worksheet

Remaining Items Needed: (For file completion, final approval and funding)

- Inspection Completed (Ogden City)
- Preliminary Title Report
- Wiring Instructions
- Lender Affidavit (signed)
- HUD-Approved Homebuyer Education Class Certificate
- Property Appraisal
- Settlement Statement (prior to closing)
- Voluntary Acquisition – Notification of Appraised Value (signed at closing)



OWN IN OGDEN PROGRAM GUIDELINES

I. PROGRAM SUMMARY

Own in Ogden is an Ogden City program designed to increase home ownership in Ogden. Persons purchasing their primary residence in Ogden can receive up to a \$5,000 zero interest, deferred- payment loan that is applied at closing toward down payment and closing costs. Income-qualified, sworn Ogden City Police Officers and Ogden City Fire Fighters can receive up to a \$20,000 loan when buying their primary residence in Ogden. Other income- qualified Ogden City employees and new hires who reside outside Ogden City boundaries, or who rent within Ogden City, can receive up to a \$10,000 loan to buy a home as their primary residence in Ogden. Loans of up to \$10,000 are also available to full-time, state-certified K-12 classroom teachers or administrators in schools which serve Ogden City students. Own in Ogden loans can only be used at the time of closing for down payment, closing costs, or principal reduction toward the first mortgage loan balance. Own in Ogden funds are available on a first-come, first-served basis.

II. VOLUNTARY ACQUISITION AND ANTI-DISPLACEMENT POLICIES

HUD Uniform Relocation Act guidelines apply to the Own in Ogden program. Sellers must complete the Seller Affidavit of Occupancy, and both Buyers and Sellers are required to submit the Acknowledgment of Voluntary Acquisition (see forms) prior to Own in Ogden application approval. Tenant-occupied properties are not eligible for Own in Ogden, except in the instance of a tenant-purchase application. Properties will not be eligible for Own in Ogden assistance if a tenant has been evicted, asked to leave, or has vacated the property, and that action would not have occurred if not for the Own in Ogden assisted purchase.

III. PROJECTED HOUSEHOLD INCOME REQUIREMENTS

Income documentation in the form of pay-stubs for the most recent 60-day period and most recently filed tax returns are required to apply for the Own in Ogden Program. Every member of the household must submit income information regardless of their participation in the real estate purchase. The annual household income cannot exceed 80% of the area-wide median income. Own in Ogden utilizes the IRS Form 1040 Adjusted Gross Income definition for determining the projected household annual income. These yearly household income limits, based on household size, are listed below. Subject to funding availability, income restrictions may be waived for sworn Ogden City Police Officers and Ogden City Fire Fighters.

Persons in Household	Maximum Gross Income
1	\$50,750
2	\$58,000
3	\$65,250
4	\$72,500
5	\$78,350
6	\$84,100
7	\$89,900
8	\$95,700

Income Limits Effective 7/1/21

2549 Washington Blvd Suite 120 Ogden, UT 84401 • (801) 629-8941 • <http://ogdencityhomes.com>

*For Accessibility & Language Assistance call (801) 629-8701 or visit <http://accessibility.ogdencity.com>

TTY/TDD Relay Utah: 711 or 888-735-5906



IV. APPLICATION PROCEDURE

Once Buyers have completed purchase negotiations using a Real Estate Purchase Contract, they can apply for Own in Ogden down payment assistance by submitting the following initial requirements to the Own In Ogden Administrator; (1) Own in Ogden Application, (2) Own in Ogden Commitment Letter, (3) Real Estate Purchase Contract, (4) Picture Identification, (5) Income information (most recent tax return and pay-stubs for the most recent 60-day period for all household members), (6) Seller Permission for the Ogden City housing inspection, (7) Seller Affidavit of Occupancy and (8) Buyer/Seller Acknowledgement of Voluntary Acquisition (see forms), (8) Credit Report, (9) Most recent bank statement (for all accounts), (10) Loan Estimate, and Personal Income and Expense Sheet. The Own In Ogden Administrator will review the documentation to determine program eligibility.

Non-US citizens must also provide documentation of legal residency. Applicants are required to attend and submit a Certificate of Completion from a HUD-approved home-ownership class prior to closing. Fees paid for this class may be reimbursed to Buyers at closing, provided they submit a valid receipt from the class provider prior to closing. **Five working day notice of closing is required.**

V. TARGET AREAS AND PROPERTY QUALIFICATIONS

Properties must be located within Ogden City boundaries and are subject to certain restrictions noted below.

Ownership/Residency: Buyers must be taking fee simple title to the property upon closing and using the property as their primary residence throughout the term of the Own in Ogden loan. Ownership in title of persons who do not primarily reside in the property is not allowed. In addition to single-family homes, the City may provide assistance for the purchase of a duplex, triplex or four-plex but approval is subject to availability of an eligible funding source.

Purchase Price: Dependent on the source of funding, the initial purchase price of an existing property cannot exceed \$318,250.00 for single unit. The initial purchase price of a newly constructed property cannot exceed \$318,250.00 for single unit. Property values will be confirmed by an appraisal submitted to the Own in Ogden Administrator.

Zoning: The home being purchased must be zoned residential and used as a primary residence. Nonconforming uses or other types of property zoning will not be allowed. Buyers purchasing properties with unresolved code enforcement citations will not be eligible to receive Own in Ogden assistance until all citations have been resolved.

Manufactured Housing: Manufactured housing must have parcel identification, be located on a permanent foundation, and have utility hookups in compliance with Ogden City Code requirements.

VI. PROPERTY STANDARDS

Housing habitability and safety issues: Own in Ogden requires that homes being purchased using down payment assistance must meet Ogden City, HUD and FHA requirements for habitability with no major structural damage, code violations or negative conditions representing a threat to resident health and safety. Adherence to Ogden City ordinances and housing safety requirements will be required.

Permission to conduct an Ogden City Housing Safety Inspection: Permission to conduct an Ogden City paint and housing safety inspection is required from the property owner of record (see forms). This paint and housing safety inspection addresses safety issues and must be conducted, with required repairs completed, prior to Own in Ogden funding. To address other property concerns, a formal property inspection, conducted by a private inspection firm, may be conducted at Buyer's expense.

Minimal FHA 203K Escrowed Repairs: Repairs that will be completed after closing may be allowed, provided the repairs specified in an Ogden City Housing Safety Inspection are included in an approved 203K outline of repairs, and all repair work is being conducted by a licensed contractor. Funds for repairs must be held in escrow and disbursed only to the licensed contractor upon satisfactory completion of work and Ogden City inspections.

Lead-based Paint: Any deteriorated paint surfaces that are found during the Ogden City inspection will need to be repaired prior to funding. Unless tested by a certified lab, all defective surfaces will be presumed to be lead-based paint. If presumed or tested to be lead based paint, all mitigation work must be done by a contractor certified under the EPA Lead Safety for Renovation, Repair and Painting Training Course per 40 CFR Part 745.225. At the completion of said mitigation work, a clearance report must be prepared by a certified Lead-Based Paint Risk Assessor.

VII. FIRST MORTGAGE FINANCING / OWN IN OGDEN TERMS:

Loan Approval: Predatory lending is not allowed. Documentation from the Mortgage Lender regarding the mortgage loan must be provided to the Own in Ogden Administrator. Only a Qualified Residential Mortgage (QRM) which includes fixed-rate FHA, VA, or conventional financing is allowed. Rent-to-buy and lease-to-buy contracts are not allowed. Prepayment penalties are allowed. Adjustable-rate mortgages, balloon payment mortgages and interest only mortgages are not allowed. Seller carry or non-conventional financing is not allowed. 2/1 buy downs may be accepted upon review, on a case-by-case basis, when used in conjunction with a fixed-rate mortgage, and when the Lender provides written documentation stating that loan qualification has been approved at the highest rate of the mortgage buy down plan. Interest rate, loan origination fees, points, closings costs and other lender charges must be deemed reasonable by Ogden City.

The Amount of Down Payment Assistance: All buyer's liquid assets will be reviewed. Liquid assets over \$20,000 must be applied to the purchase of the home and will reduce the amount of Own In Ogden down payment assistance.

Buyer's Cash Contribution: Borrower(s) must provide at least \$500.00 of his/her own money toward the purchase. This is usually in the form of earnest money. This \$500.00 contribution is to be verified prior to closing and allocation of funds and cannot be included in the mortgage loan or refunded to buyer at closing. Buyer must also contribute any amounts needed to close the transaction in excess of the Own in Ogden assistance.

Lien position: Own in Ogden Loans are secured by a Promissory Note and Trust Deed. The City prefers that Own in Ogden loans occupy second position. Third position Own in Ogden loans may be considered on a case-by-case basis.

Repayment Requirements: Own in Ogden down payment assistance is issued in the form of a "no interest, deferred-payment" loan which becomes due and payable in full when a borrower discontinues principal residency at the property, sells or transfers interest in the property, or defaults on any of the loan terms of the Own in Ogden Promissory Note and Trust Deed.

For sworn Ogden City Police Officers and Ogden City Fire Fighters, the above repayment requirements expire after ten (10) years of continued owner-occupancy, and continued employment by Ogden City, of the qualifying Officer or Fire Fighter, with no repayment amount required.

VIII. OGDEN CITY HOMEBUYER UNDERWRITING STANDARDS:

Credit Score: At least one score of 620.

Debt to Income Ratio: Documentation from the Mortgage Lender regarding expense to income ratios must be provided to the Own in Ogden Administrator. Maximum Debt to Income (DTI) is 47%. Household income includes all documented income earned by all adults (18 years of age or older) that will be living in the home to be purchased. Long-term household debt (remaining payments of ten months or more) is to be included in calculating front- and back-end ratios and includes all debts and expenses (i.e., PITI, other fees, car loans, student loans, credit cards, etc.)

Liquid Assets: Buyer's liquid assets in excess of \$20,000 must be applied towards the home purchase, and the Own In Ogden assistance amount will be reduced by that amount. Any deduction will not include the amount paid in excess of the \$500 minimum required buyer contribution. Liquid asset is defined as cash on hand or an asset that can be readily converted into cash with little impact on its values.

Financial Resources: Buyer is required to have a final signed household budget from the approved Homeownership Education Provider, which documents the financial resources available to sustain homeownership.

Minimum Cash Reserve: The homebuyer must have sufficient cash resources (including savings, checking, money market, or other non-retirement accounts) such that after closing there are financial resources of at least one times the total monthly housing expenses (PITI, association fees, etc.)

For more information about the Own in Ogden Program, call or write:

Ogden City, A Utah Municipal Corporation
2549 Washington Blvd., Suite 120
Ogden, UT 84401-1333 (801) 629-8940
<http://ogdencityhomes.com>

For Accessibility and Language Assistance help: (801) 629-8701 or visit:
<http://Accessibility.ogdencity.com>



OWN IN OGDEN APPLICATION

Applicant Name(s): _____ SSN(s): _____

Present Address: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Total Number in Household: _____ Ages: _____

Projected Individual Gross Annual Income(s): (All members)

Name _____ Source _____ \$ _____
 Name _____ Source _____ \$ _____
 Name _____ Source _____ \$ _____

TOTAL HOUSEHOLD INCOME: (all members) \$ _____

(Income verification is required of all members in the form of current tax return and 60 days most recent pay stubs)

First-time home buyer? YES NO Will your household composition change in the next 12 months? YES NO

Previous rental assistance? YES NO Bankruptcy discharged in the past two years? YES NO

Are you a United States Citizen? YES NO (If answer is no please provide documentation of legal residency)

HOUSEHOLD INFORMATION

The following questions are for survey purposes only, however, your response will help us evaluate the program.

Please select Ethnicity: Hispanic or Latino Yes No

Please select all that apply: Race:

- | | |
|--|--|
| <input type="checkbox"/> White | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other | <input type="checkbox"/> American Indian or Alaska Native |

- | | | |
|---------------------------------|-----------------------------------|----------------------------------|
| Gender of Head of Household | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| Single Head of Household | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Age of Head of Household | <input type="checkbox"/> Under 62 | <input type="checkbox"/> Over 62 |
| Member of Household is Disabled | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

PROPERTY INFORMATION

(Property must be within the target area - refer to map)

Property Address: _____

Seller's Name: _____

Single Family Dwelling: Yes No (Only homes which are zoned residential qualify)

Negotiated Purchase Price: \$ _____ (Include copy of Real Estate Purchase Contract)

The property being purchased is presently: Owner-occupied Vacant Rental Property

Buyers' Realtor: _____ Company: _____

Phone: _____ Fax: _____ Email: _____

Buyers' Lender: _____ Company: _____

Phone: _____ Fax: _____ Email: _____

I hereby apply for an Own-In-Ogden Loan. I agree to comply with all terms and conditions outlined in the Own-in Ogden Program Guidelines, of which I have a copy. I understand that failure to comply, or submission of false or misleading information may result in a rejection of this application. I also understand that I am not committed to buy the above-mentioned property. PENALTY FOR FALSE OR FRAUDULENT STATEMENT, U.S.C. Title 18, Section 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both. "I have received a copy of the brochure, "Protect Your Family from Lead In Your Home."

Signed

Date

Signed

Date



**OWN IN OGDEN PROGRAM
LENDER AFFIDAVIT**



THE UNDERSIGNED OFFICER SAYS THAT:

- (1) The Undersigned represents the Lender responsible for issuing the purchase money mortgage loan (in first lien position) for the purchase of the residence located at;

_____ and issued to

_____ Buyer(s).

- (2) The Undersigned has read the OWN IN OGDEN PROGRAM GUIDELINES.

Regarding the requirements of the loan agreement between Ogden City, A Utah Municipal Corporation and the Buyer(s), with respect to the Own in Ogden loan being made to help finance down payment and closing costs associated with the above residence purchase, the undersigned Lender certifies that Own in Ogden Program Requirements (First Mortgage Financing) will have been met at the time of closing, specifically;

- (1) Terms: Mortgage loan is issued under a fixed interest rate.
- (2) Terms: Mortgage is not an adjustable rate or interest only loan.
- (3) Terms: Mortgage loan does not include balloon payment terms.
- (4) Buyer’s cash contribution: Buyer is contributing at least \$500.00 toward the purchase.

Lender Name: _____

Signature: _____ Title: _____



**OWN IN OGDEN PROGRAM
LOAN COMMITMENT**



Borrower(s): _____

Property Address: _____

Ogden City, a Utah Municipal Corporation, (Ogden City) hereby commits an Own in Ogden Loan of \$_____ to the undersigned Borrower(s), provided that all requirements and procedures as specified in the Own in Ogden Program Guidelines are completed.

These funds for down payment and closing cost expenses are to be delivered at the time of closing on the above-described property to the Title Company conducting the transaction.

BORROWER AGREEMENT

The undersigned Borrower acknowledges submitting an application for an Own in Ogden Loan of \$_____ and agrees to adhere to the requirements of the Own in Ogden Program.

Buyer agrees that the property being purchased is intended to be used as their primary residence and that they are in compliance with program specifications regarding terms and qualifying status of their mortgage loan (see Own in Ogden Program Guidelines).

Buyer(s) agree to attend, complete and provide the Own in Ogden Program Administrator with a Certificate of Completion from a HUD-approved Home Ownership class prior to closing on the above-described property.

Ogden City, a Utah Municipal Corporation

BY: _____
Ogden City Administrator Date

BY: _____
Buyer Date

Buyer Date



OWN IN OGDEN PROGRAM
ACKNOWLEDGEMENT OF
VOLUNTARY ACQUISITION



Buyer: _____

Seller: _____

Property Address: _____

Federal funds are intended to be used in this purchase transaction. Therefore, some or all of the following rules apply: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Section 104(d) of the Housing and Community Development Act of 1974, and specific guidelines incorporated into the HUD program providing the funds.

This purchase is intended to be a “voluntary transaction.” As such, the Buyer hereby declares, and Seller acknowledges that:

Buyer does not have the authority to acquire the Property by eminent domain, and therefore is unable to acquire the Property if negotiations fail to result in an agreement.

This is a preliminary estimate of value based on the proposed purchase price, contingent upon an appraisal and subject to further negotiation or cancellation of the contract. Buyer estimates the fair market value of the property to be \$_____, which is the purchase price offer.

When Buyer obtains an appraisal, Seller will be notified of appraised value. If the appraisal differs from the preliminary estimate of value, Seller will be allowed to withdraw from the purchase contract if Seller chooses.

In the event the above information was provided to Seller after Buyer made an offer on the property, or a purchase and sale agreement for the Property presently exists, Buyer and Seller acknowledge that Seller is hereby granted an opportunity (at the Seller’s discretion) to withdraw from the sale of the Property.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____



OWN IN OGDEN PROGRAM
SELLER PERMISSION TO CONDUCT
HOUSING SAFETY INSPECTION



(A Requirement of the Own In Ogden Down Payment Assistance Program)

I certify that I am the legal owner, or the owners' legal representative, and hereby authorize a safety inspection of the property listed below. I am aware that a housing code and safety inspection will be performed on the property by an Ogden City Housing Inspector to determine compliance with safety issues contained within the International Property Maintenance Code as adopted by Ogden City, which is used to identify life and housing safety code violations. I also understand that after this inspection, I shall be responsible for correcting the hazardous conditions or safety violations that are identified, regardless of the outcome of any Own in Ogden application that is in process concerning this property.

Property Address: _____

Owner _____ Phone _____ Date _____

Owner _____ Phone _____ Date _____

STATE OF _____
COUNTY OF _____

On the ____ day of _____ 20 ____, personally appeared before me _____
the signer(s) of the above instrument, who dully acknowledged to me that _____ executed the same.

Notary Public



OWN IN OGDEN PROGRAM
SELLER AFFIDAVIT OF OCCUPANCY



10/20/21

THE UNDERSIGNED, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT:

(1) The Undersigned is the Seller of the property located at:

_____ with _____ as Buyer(s).

This property will not be eligible for Own in Ogden assistance if a tenant has been evicted or asked to vacate the property, and that action would not have occurred but for the Own in Ogden assisted purchase. If any tenants have been displaced prior to the current purchase offer, the City will not provide down payment assistance. Please answer the following items, providing detailed information regarding any tenants during the three months previous to the real estate purchase contract acceptance date, then notarize and return to Ogden City Community Development.

(2) The undersigned Seller certifies that the property is:

- Occupied by the Seller at this time,
- Is being sold to the current tenant,
- Is vacant - the property has been vacant since: _____
Please describe how the property became vacant: _____

(3) Contact information for all occupants during the three months prior to current purchase offer:

Tenant Name _____ Phone _____
Current Address _____ Dates of residency: _____
Tenant Name _____ Phone _____
Current Address _____ Dates of residency: _____

I/we have read the above, understand its contents, and certify that the information which I/we have provided is true. I understand this information is submitted for the purpose of preventing conflict with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. If I fail to provide accurate occupancy information for the above-mentioned property, Ogden City may hold me liable for the cost of all relocation claims and related legal costs relating to persons omitted from the occupancy list.

Seller (s) Signature

Seller (s) Signature

STATE OF _____
COUNTY OF _____

On the ____ day of _____ 20 ____, personally appeared before me _____
the signer(s) of the above instrument, who dully acknowledged to me that _____ executed the same.

Notary Public

2549 Washington Blvd Suite 120 Ogden, UT 84401 • (801) 629-8941 • <http://ogdencityhomes.com>

*For Accessibility & Language Assistance call (801) 629-8701 or visit <http://accessibility.ogdencity.com>

TTY/TDD Relay Utah: 711 or 888-735-5906



PERSONAL INCOME AND EXPENSE SHEET

INCOME	Wage Earner 1	Wage Earner 2
Weekly:	_____	_____
Bi-Weekly:	_____	_____
Monthly:	_____	_____
TOTAL:	_____	_____

WAGE EARNER 1: _____

WAGE EARNER 2: _____

TOTAL INCOME:

EXPENSES	Weekly	-OR-	Monthly
Future Mortgage PYMT			
Utilities			
Food			
Insurance			
Clothing			
Auto Maintenance			
Phone			
Entertainment			
Gasoline			
Medical			
Cash			
Credit Cards			
Loan Payment			
Child Care			
Miscellaneous			
TOTAL EXPENSES:			

TOTAL INCOME:		
Less TOTAL EXPENSES:		
NET INCOME AVAILABLE FOR SAVINGS		

Signature: _____ Date: _____



LEAD-BASED PAINT ACKNOWLEDGEMENT

Ogden City Own-in-Ogden Program



Borrower(s):

Address:

I have received the publication “Protect Your Family from Lead in Your Home”.

<https://www.cpsc.gov/Global/Safety%20Education/Furniture%20Furnishings%20Decorations/426ProtectYourFamilyFromLeadinYourHome.pdf>

Signed

Date

