



ARIZONA BOARD OF APPRAISAL

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Email: info@azboa.gov
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June 24, 2014

Ms. Robin Dean
7950 N. Soledad Ave.
Tucson, AZ 85741

Re: Board of Appraisal Case No. 3674

Dear Ms. Dean,

As you know, the Board received a complaint against you for two appraisals you performed on a single family residence located at 62400 E. Border Rock Road, Tucson, AZ with an effective date of value of November 21, 2013 and November 6, 2013.

The Board met on May 22, 2014, to consider this matter. You appeared personally and on your own behalf. In considering this matter, the Board reviewed the complaint, your response thereto, the two appraisals, the workfiles, your testimony and the Investigative Review.

At the meeting, the Board established that the original appraisal request was sent to you on 10/31/2013; no purchase contract was provided until 11/04/2013. You then proceeded with the appraisal based upon the updates and sales price reflected in the contract and delivered the appraisal with the report date of 11/12/2013. On or about 11/19/2013, you were contacted by the client with a new contract that reflected many more upgrade options and a significantly higher sales price and based upon this new contract, you re-inspected the property, researched new comparable sales and completed a new appraisal reflecting this updated information. The conclusion of value in the second appraisal was \$110,000 higher than the first appraisal; it appears you were appraising to the sales contract. Given the significant difference between your two value opinions, the Cost Approach in one of the appraisals is not credible.

The Board finds that your appraisal development and reporting violate the following standards of the Uniform Standards of Professional Appraisal Practice (USPAP), 2012-2013 Edition:

Standards Rule 1-4 (a) and (b)

Pursuant to Arizona Administrative Code (A.A.C.) R4-46-301 and the Board's Substantive Policy Statement #1, the Board considers these violations to amount to a Level II Violation. In lieu of further proceedings, and pursuant to Arizona Revised Statutes (A.R.S.) §32-3632(B) and A.A.C. R4-46-301(C), the Board is willing to resolve this matter with a letter of due diligence, if you agree to remedy these violations through exercising greater due diligence and **by successfully completing a seven (7) hour course in the Sales Approach; a seven (7) hour course in the Cost Approach; and a fifteen (15) hour USPAP course (with an exam). The coursework must be**

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completed within six (6) months from the date of this letter as shown at the top of the first page. A list of approved remedial and disciplinary education courses is on the Board's website for your convenience in locating the appropriate course(s). The education may not be used toward your continuing education requirements for renewal during your next licensing period. You must submit proof of completion of the remaining coursework to the Board within thirty (30) days of completing the coursework.

A letter of due diligence is a disciplinary action and is a matter of public record in your Board file and may be used in any future disciplinary proceedings. By signing below, you acknowledge that you have read and understand this letter of due diligence. You have the right to consult with legal counsel regarding this matter, and have done so or choose not to do so.

By signing this letter of due diligence, you are voluntarily relinquishing your right to an informal hearing, formal hearing, and judicial review in state or federal court with regard to the matter herein.

Upon signing this letter of due diligence and returning it to the Board, you may not revoke acceptance of this letter of due diligence. In addition, you may not make any modifications to this letter of due diligence. Any modifications to this letter of due diligence are ineffective and void unless mutually approved by you and the Board.

If any part of this letter of due diligence is later declared void or otherwise unenforceable, the remainder of the letter of due diligence in its entirety shall remain in force and effect.

If you fail to comply with the terms of this letter of due diligence, the Board may properly institute proceedings for noncompliance, which may result in suspension, revocation, or other disciplinary and/or remedial actions. By signing this letter of due diligence you are agreeing that any violation of this letter of due diligence is a violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any of the provisions of the Board's statutes or the rules of the Board for the administration and enforcement of its statutes.

If you agree to accept this letter of due diligence, please execute this document by your signature below. Please return the original signed document to the Board at 15 South 15th Avenue, Ste. 103A, Phoenix, Arizona 85007, on or before **July 15, 2014.**

Sincerely,



Debra Rudd
Executive Director

ACKNOWLEDGED AND AGREED

Robin Dean

Robin Dean, Respondent

7/14/14

Date

c: Jeanne M. Galvin, Assistant Attorney General