

CONSENT AGREEMENT

Respondent understands and agrees that:

3. The Board has jurisdiction over Respondent and the subject matter pursuant to A.R.S. § 32-3601 *et seq.*

4. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

5. Respondent has a right to a public hearing concerning this case. He further acknowledges that at such formal hearing he could present evidence and cross-examine witnesses. Respondent irrevocably waives his right to such a hearing.

6. Respondent irrevocably waives any right to rehearing or review or to any judicial review or any other appeal of this matter.

7. This Consent Agreement shall be subject to the approval of the Board and shall be effective only when signed by the Executive Director and accepted by the Board. In the event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced in any action by any party, except that the parties agree that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent will assert no claim that the Board was prejudiced by its review and discussion of this document or any records relating thereto.

8. The Consent Agreement, once approved by the Board and signed by the Respondent, shall constitute a public record which may be disseminated as a formal action of the Board.

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1 FINDINGS OF FACT

2 On or about November 21, 2014, the Board's investigation revealed the following:

3 9. This complaint involves an appraisal by Respondent of a single family
4 residence located at 225 San Patricio Drive, Sedona, AZ with an effective date of value
5 of July 13, 2014.

6 10. Respondent's description of the property as being "updated" is misleading
7 given the extensive renovations to the entire home that were recently completed.

8 11. Additionally, Respondent failed to consider the property's workshop. The
9 workshop was heated/cooled, painted and carpeted but yet there was no disclosure or
10 discussion of the workshop. Regardless of whether Respondent believed the workshop
11 had value, its existence should have been disclosed and discussed. There were also no
12 photographs of the workshop included in the appraisal report.

13 12. Respondent's failure to consider the workshop lead to an incorrect
14 calculation of GLA and an inappropriate selection of comparable sales (i.e. comparable
15 sales with less square footage.) This lack of analysis relating to the undisclosed workshop
16 impacted the Respondent's selection of comparable sales.

17 13. Moreover, there was no support in the workfile for or analysis of the
18 location adjustment.

19 CONCLUSIONS OF LAW

20 Pursuant to A.R.S. § 32-3635, a certified or licensed appraiser in the State of
21 Arizona must comply with the standards of practice adopted by the Board. The
22 Standards of Practice adopted by the Board are codified in the USPAP edition applicable
23 at the time of the appraisal.

24 The conduct described above constitutes violations of the following provisions of
25 the USPAP, 2014-2015 edition:

26 **Standards Rule 1-2 (e); Standards Rule 1-4(a); and Standards Rule 2-1(a).**

1 ORDER

2 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties
3 agree to the following:

4 1. Respondent shall complete the following education within six (6) months of
5 the effective date of this Consent Agreement: a **fifteen (15) hour course in Basic**
6 **Appraisal (with an exam) OR fifteen (15) hours combined of a UAD course and**
7 **Sales Comparison Course.** The education required under this paragraph may not be
8 counted toward the continuing education requirements for the renewal of
9 Respondent's certificate. The coursework may be completed through distance
10 education. Proof of completion of the required education must be submitted to the Board
11 within 3 weeks of completion of the required coursework. Respondent shall be
12 responsible for all costs associated with completing the coursework as required in this
13 paragraph.

14 2. Respondent has read and understands this Consent Agreement as set forth
15 herein, and has had the opportunity to discuss this Consent Agreement with an attorney
16 or has waived the opportunity to discuss this Consent Agreement with an attorney.
17 Respondent voluntarily enters into this Consent Agreement for the purpose of avoiding
18 the expense and uncertainty of an administrative hearing.

19 3. Respondent understands that he has a right to a public administrative
20 hearing concerning each and every allegation set forth in the above-captioned matter, at
21 which administrative hearing he could present evidence and cross-examine witnesses. By
22 entering into this Consent Agreement, Respondent freely and voluntarily relinquishes all
23 rights to such an administrative hearing, as well as all rights of rehearing, review,
24 reconsideration, appeal, judicial review or any other administrative and/or judicial action,
25 concerning the matters set forth herein. Respondent affirmatively agrees that this Consent
26 Agreement shall be irrevocable.

1 4. Respondent understands that this Consent Agreement, or any part thereof,
2 may be considered in any future disciplinary action against him.

3 5. The parties agree that this Consent Agreement constitutes final resolution
4 of this disciplinary matter.

5 6. Time is of the essence with regard to this agreement.

6 7. If Respondent fails to comply with the terms of this Consent Agreement,
7 the Board shall properly institute proceedings for noncompliance with this Consent
8 Agreement, which may result in suspension, revocation, or other disciplinary and/or
9 remedial actions. Respondent agrees that any violation of this Consent Agreement is a
10 violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any of
11 the provisions of the Board's statutes or the rules of the Board for the administration and
12 enforcement of its statutes.

13 8. Respondent understands that this Consent Agreement does not constitute a
14 dismissal or resolution of other matters currently pending before the Board, if any, and
15 does not constitute any waiver, express or implied, of the Board's statutory authority or
16 jurisdiction regard any other pending or future investigation, action or proceeding.
17 Respondent also understands that acceptance of this Consent Agreement does not
18 preclude any other agency, subdivision or officer of this state from instituting other civil
19 or criminal proceedings with respect to the conduct that is the subject of this Consent
20 Agreement.

21 9. Respondent understands that the foregoing Consent Agreement shall not
22 become effective unless and until adopted by the Board of Appraisal and executed on
23 behalf of the Board. Any modification to this original document is ineffective and void
24 unless mutually approved by the parties in writing.

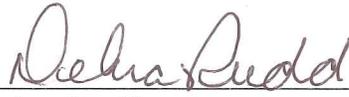
25 10. Respondent understands that this Consent Agreement is a public record that
26 may be publicly disseminated as a formal action of the Board.

1 11. Pursuant to the Board's Substantive Policy Statement #1, the Board
2 considers the violations in the above-referenced matter to constitute to a **Level III**
3 **Violation.**

4 DATED this 15th day of December, 2014.
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9 Harry Feltman
10 Respondent



11 Debra Rudd
12 Executive Director
13 Arizona Board of Appraisal

14 **ORIGINAL** of the foregoing filed
15 this 15th day of December, 2014 with:

16 Arizona Board of Appraisal
17 1400 West Washington Street, Suite 360
18 Phoenix, Arizona 85007

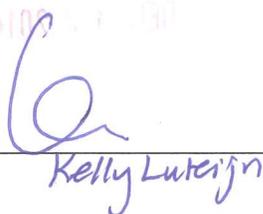
19 **COPY** of the foregoing mailed regular
20 and certified mail #7012 3050 0002 0740 5455
21 this 15th day of December, 2014 to:

22 Harry Feltman
23 580 Grove Drive
24 Sedona, AZ 86336

25 **COPY** of the foregoing sent or delivered
26 this 15th day of December, 2014 to:

Jeanne M. Galvin
Assistant Attorney General
Arizona Attorney General's Office
1275 West Washington, CIV/LES
Phoenix, Arizona 85007

By:
#4249848


Kelly Luttrell