ARIZONA BOARD OF APPRAISAL

1400 West Washington, Suite 360
Phoenix, Arizona 85007
(602) 542-1539 Fax (602) 542-1598
Email: appraisal@appraisal.state.az.us
Website: www.appraisal.state.az.us

March 21, 2012

VIA CERTIFIED AND REGULAR MAIL

SCOTT A. ARMSTRONG
4015 S. RIVER DR.
TEMPE, AZ 85282

RE: Complaint(s) 3165/3174

Dear Mr. Lavigne:

Please find enclosed your copy of the Consent Agreement and Order for Voluntary Surrender of your Arizona certified residential appraiser certificate No. 21533.

The Arizona Board of Appraisal is requesting that you return your License Certificate Number 21533 previously issued, within the next fourteen (14) days.

Please be advised that you may not engage in any form of appraisal, appraisal review, supervision or consulting in the State of Arizona under penalty of law.

Sincerely,

Dan Pietropaulo
Executive Director

Enclosure

RECEIVED
2012 FEB 21 AM 10: 09
ARIZONA BOARD OF APPRAISAL

BEFORE THE ARIZONA STATE BOARD OF APPRAISAL

In the Matter of: **SCOTT A. ARMSTRONG** Certified Residential Appraiser Certificate No. 21533	Case Nos. 3165 and 3174 **CONSENT AGREEMENT AND ORDER FOR VOLUNTARY SURRENDER**

In the interest of a prompt and judicious settlement of the above-captioned matter before the Arizona Board of Appraisal ("Board") and consistent with public interest, statutory requirements and responsibilities of the Board, and pursuant to A.R.S.§ 32-3601 *et seq.* and A.R.S. §41-1092.07(F)(5), Scott A. Armstrong, ("Respondent"), holder of certificate no. 21533 and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order for Voluntary Surrender ("Consent Agreement") as the final disposition of these matters.

On January 13, 2012, the Board held an Informal Hearing in Case no. 3165. Despite having been properly noticed, Respondent failed to appear. At the conclusion of its consideration of this matter, the Board voted to offer the Respondent a Consent Agreement and Order for Voluntary Surrender of certificate number 21533 in lieu of further administrative proceedings. The Board further noted that Respondent is currently under a Consent Agreement in case no. 3174.

JURISDICTION

1. The Arizona State Board of Appraisal ("Board") is the state agency authorized pursuant to A.R.S. § 32-3601 *et seq.*, and the rules promulgated thereunder, found in the Arizona Administrative Code ("A.A.C." or "rules") at R4-46-101 *et seq.*, to regulate and control the licensing and certification of real property appraisers in the State of Arizona.

2. Respondent holds a Certificate as a Certified Residential Appraiser in the State of Arizona, Certificate No. 21533 issued on March 29, 2007, pursuant to A.R.S. § 32-3612.

CONSENT AGREEMENT

Respondent understands and agrees that:

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

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

3. 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.

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

5. This Consent Agreement shall be subject to the approval of the Board and shall be effective only when accepted by the Board and signed by the Executive Director. 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 shall assert no claim that the Board was prejudiced by its review and discussion of this document or any records relating thereto.

6. 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.

FINDINGS OF FACT

3165

On or about June 22, 2011, the Board's investigation of the matter revealed the following:

1. This matter deals with an appraisal conducted and report written by Respondent of a detached single family residence located at 12432 W. Obregon Drive, Arizona City, AZ 85223 with a date of value of December 28, 2006.

2. The Respondent failed to provide an analysis of the subject's pending sale. The reported contact price was $100,000 yet the opinion of market value is $188,000 with no explanation of the large discrepancy.

3. Notes contained in the workfile indicate costs provided by the builder of $125,000 to $130,000, yet no actual cost figures are utilized in the cost approach. The Respondent failed to discuss, analyze or utilize cost figures by the builder/sales contract in the cost approach on proposed construction. Additionally cost figures cited from Marshall & Swift greatly exceed reported sales price.

4. Finally, Respondent failed to analyze the prior sales of the subject or the comparable sales.

5. On or about March 29, 2011, Respondent and the Board entered into a Consent Agreement and Order for Discipline regarding an appraisal performed and report written by Respondent of a property located on E. Lehi Road in Mesa, AZ with an effective date of value of June 28, 2010.

6. Pursuant to the terms of the 2011 Consent Agreement and Order, Respondent's certificate was placed on probation for a minimum period of six months; he was required to complete 22 hours of disciplinary education; obtain a mentor and file monthly logs with the Board.

7. Respondent has failed to comply with the terms of the 2011 Consent Agreement and Order. He has not completed the required education nor has he submitted the required monthly logs.

8. The 2011 Consent Agreement provides that: "If Respondent fails to comply with the terms of this Consent Agreement, the Board shall properly institute proceedings for noncompliance with this Consent Agreement, which may result in suspension, revocation, or other disciplinary and/or remedial actions. Respondent agrees that any violation of this Consent Agreement 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 so the Board for the administration and enforcement of its statutes."

CONCLUSIONS OF LAW

Pursuant to A.R.S. § 32-3635, a certified or licensed appraiser in the State of Arizona must comply with the standards of practice adopted by the Board. The

Standards of Practice adopted by the Board are codified in the USPAP edition applicable at the time of the appraisal.

3165

The conduct described above constitutes violations of the following provisions of the USPAP, 2006 edition:

Standards Rule 1-4(b)(ii); Standards Rule 1-5(a) and (b); Standards Rule 2-2(b)(viii) and A.R.S. §32-3635.

3174

9. The conduct described above constitutes violations 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 so the Board for the administration and enforcement of its statutes."

ORDER

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

1. **Upon the effective date of this Consent Agreement for Voluntary Surrender, Respondent's Arizona Certificate as a Certified Residential Appraiser (#21533) shall be surrendered.** Once the surrender is effectuated, Respondent **shall not issue a verbal or written appraisal, appraisal review, or consulting assignment in the State of Arizona.** The effective date of this Consent Agreement for Voluntary Surrender is the date the Consent Agreement for Voluntary Surrender is accepted by the Board as evidenced by the signature of the Board's Executive Director

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

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

4. Respondent understands that this Consent Agreement for Voluntary Surrender, or any part thereof, may be considered in any future disciplinary action against him or in any future decision regarding re-certification.

5. The parties agree that this Consent Agreement for Voluntary Surrender constitutes final resolution of this disciplinary matter.

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

7. Respondent understands that this Consent Agreement for Voluntary Surrender does not constitute a dismissal or resolution of other matters currently pending before the Board, if any, and does not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding any other pending

or future investigation, action or proceeding. Respondent also understands that acceptance of this Consent Agreement for Voluntary Surrender does not preclude any other agency, subdivision or officer of this state from instituting other civil or criminal proceedings with respect to the conduct that is the subject of this Consent Agreement for Voluntary Surrender.

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

9. Respondent understands that this Consent Agreement for Voluntary Surrender is a public record that may be publicly disseminated as a formal action of the Board.

10. Pursuant to the Board's Substantive Policy Statement #1, the Board considers the violations in the above-referenced matter to constitute to **Level IV Violations.**

DATED this 21 day of ~~FEBRUARY~~ March 2012.

Scott A. Armstrong
Respondent

Dan Pietropaulo, Executive Director
Arizona Board of Appraisal

ORIGINAL of the foregoing filed
this 21 day of March, 2012 with:

Arizona Board of Appraisal
1400 W. Washington Street, Suite 360
Phoenix, AZ 85007

COPY of the foregoing mailed regular and
Certified mail 7009 1680 0000 7587 1436
this 21 day of March, 2012 to:

Scott A. Armstrong
4015 S. River Drive
Tempe, AZ 85282

COPY of the foregoing sent or delivered this 21 day of March, 2012 to:

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

2586366

Rebecca M. Loar
Regulatory Compliance Officer

BEFORE THE ARIZONA STATE BOARD OF APPRAISAL

IN THE MATTER OF:	CASE NO. 3174
SCOTT A. ARMSTRONG Certified Residential Appraiser Certificate No. 21533	CONSENT AGREEMENT AND ORDER OF DISCIPLINE

In the interest of a prompt and judicious settlement of the above-captioned matters before the Arizona Board of Appraisal ("Board") and consistent with public interest, statutory requirements and responsibilities of the Board, and pursuant to A.R.S.§ 32-3601 *et seq.* and A.R.S. §41-1092.07(F)(5), Scott A. Armstrong ("Respondent"), holder of Certificate No. 21533 and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as the final disposition of this matter.

On January 21, 2011, the Board held an Informal Hearing in Case No. 3174. Respondent appeared personally and on his own behalf. At the conclusion of the Informal Hearing, the Board voted to offer the Respondent a Consent Agreement and Order of Discipline in lieu of further administrative proceedings.

JURISDICTION

1. The Arizona State Board of Appraisal ("Board") is the state agency authorized pursuant to A.R.S. § 32-3601 *et seq.*, and the rules promulgated thereunder, found in the Arizona Administrative Code ("A.A.C." or "rules") at R4-46-101 *et seq.*, to regulate and control the licensing and certification of real property appraisers in the State of Arizona.

2. Respondent holds a certificate as a Certified Residential Appraiser in the State of Arizona, Certificate No. 21533 issued on March 29, 2007, pursuant to A.R.S. § 32-3612.

CONSENT AGREEMENT

Respondent understands and agrees that:

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

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

3. 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.

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

5. 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.

6. 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.

///

///

///

///

FINDINGS OF FACT

On or about January 21, 2011, the Board's investigation revealed the following:

1. This matter deals with an appraisal conducted and report written by Respondent of a single family residence located at 1644 E. Lehi Road, Mesa, AZ, 85203-1211 with an effective date of value of June 28, 2010.

2. Respondent incorrectly characterized the subject's solar panels as personal property.

3. Respondent failed to note that at the back of the subject property is a view of the elevated freeway and the property backs to the freeway off-ramp. Similarly, Comparables Nos. 1 and 4 were adjusted for location but the subject was not.

4. The time adjustment was not credible.

5. The report contained a number of spelling errors.

CONCLUSIONS OF LAW

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

The conduct described above constitutes violations of the following provisions of the USPAP, 2010-2011 edition:

Standards Rule 1-1(a), (b) and (c) and Standards Rule 1-2(e)

ORDER

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

1. **Upon the effective date of this Consent Agreement, Respondent's Certificate as a Certified Residential Appraiser shall be placed on probation for a**

minimum period of six (6) months. During probation, Respondent shall comply with USPAP, Arizona Revised Statutes and Appraisal Board rules.

2. Respondent shall successfully complete the following education within **six (6) months** of the effective date of this Consent Agreement: **Fifteen (15) hours of Basic Appraisal (with an exam) to include Market Trends and seven (7) hours of Complex Properties.** The education under this paragraph **may not** be counted toward the continuing education requirements for the renewal of Respondent's certificate. **The coursework may be completed through distance education.** The same class may not be repeated to fulfill the education requirements of this Consent Agreement

3. Proof of completion of the required education must be submitted to the Board within 3 weeks of completion of the required course.

4. During the term of probation, Respondent shall: (a) demonstrate resolution of the problems that resulted in this disciplinary action; and (b) otherwise comply with the terms of this Consent Agreement.

5. During the period of probation, Respondent shall complete a minimum of **twelve (12) appraisal reports** under the supervision of an Arizona Certified Residential or Certified General Appraiser who shall serve as Respondent's mentor ("Mentor").

6. During the probationary period, the Respondent shall not issue a verbal or written appraisal, appraisal review, or consulting assignment without prior review and approval by a Mentor. Each report shall **either** be signed by the Mentor as a supervisory appraiser **or** the Mentor must complete a written review of each report ensuring that the report complies with USPAP and the Board's statutes and rules. The Mentor's review shall comply with the requirements of Standard 3 of the USPAP. The Mentor's Standard 3 review shall be completed before the report is issued to the client. Any changes the Mentor requires to ensure the report complies with the USPAP shall be completed by the Respondent and approved by the Mentor before the report is issued. The Mentor's written

Standard 3 review shall be maintained by the Mentor and made available to the Board upon request.

7. The Mentor must be approved by the Board and is subject to removal by the Board for nonperformance of the terms of this Consent Agreement. The Mentor may not have a business relationship with Respondent except for the Mentor/Mentee relationship nor may the Mentor be related to Respondent. Any replacement Mentor is subject to the Board's approval and the remaining terms of this Consent Agreement. The Board's Executive Director may give temporary approval of the Mentor until the next regular meeting of the Board.

8. Not more than **30 days** after the effective date of this Consent Agreement, Respondent shall submit to the Board the name and resume of an Arizona Certified Residential or Arizona Certified General Appraiser who is willing to serve as Respondent's Mentor together with a letter from the potential Mentor agreeing to serve as Respondent's Mentor. If requested by Board staff, Respondent shall continue to submit names, resumes, and letters agreeing to serve as Mentor until a Mentor is approved by the Board. Any Mentor must be approved in writing by the Board.

9. Respondent shall bear all costs and expenses associated with the mentorship and incurred by attending the course(s).

10. The Mentor shall submit monthly reports to the Board for each calendar month during Respondent's probationary period reflecting the quantity and quality of Respondent's work, including, but not limited to, improvement in Respondent's practice and resolution of those problems that prompted this action. The Mentor's report shall be filed monthly beginning the 15th day of the first month following the start of Respondent's probationary period and continuing each month thereafter until termination of the probationary period by the Board. **Even if the Mentor reviews no appraisals during a given month, a report stating that no appraisals were reviewed or**

approved must be submitted. It is the Respondent's responsibility to ensure that the Mentor submits his/her reports monthly. If the monthly reporting date falls on a Saturday, Sunday, or holiday, the report is due on the next business day. The monthly report may be filed by mail or facsimile.

11. The Respondent shall file an appraisal log with the Board on a monthly basis listing every Arizona appraisal that he has completed within the prior calendar month by property address, appraisal type, valuation date, the Mentor's review date, the date the appraisal was issued, and the number of hours worked on each assignment. The report log shall be filed monthly beginning the 15th day of the first month following the start of Respondent's probationary period and continuing each month thereafter until the Board terminates the probation. If the log reporting date falls on a Saturday, Sunday, or holiday, the report log is due on the next business day. **Even if Respondent performs no appraisals within a given month, he must still file an appraisal log with the Board showing that no appraisals were performed.** The monthly log report may be filed by mail or facsimile.

12. The Board reserves the right to audit any of Respondent's reports and conduct peer review, as deemed necessary, during the probationary period. The Board may, in its discretion, seek separate disciplinary action against the Respondent for any violation of the applicable statutes and rules discovered in an audit of the Respondent's appraisal reports provided to the Board under the terms of this Consent Agreement.

13. Respondent's probation, including mentorship, shall continue until: (a) Respondent petitions the Board for termination as provided in paragraph 14, and (b) the Board terminates the probation and mentorship. Upon petition by the Respondent for termination of the probation and mentorship, the Board will select and audit 3 of Respondent's appraisal reports.

14. At the end of **six (6) months** from the effective date of this Consent Agreement, the Respondent may petition the Board for termination of his mentorship and probation. If the Board determines that Respondent has not complied with **all** the requirements of this Consent Agreement, the Board, at its sole discretion, may either: (a) continue the probation, including mentorship; or (b) institute proceedings for noncompliance with this Consent Agreement, which may result in suspension, revocation, or other disciplinary and/or remedial action.

15. Respondent shall not act as a supervising appraiser for other appraisers or trainees, nor shall he act as a mentor, during the term of the probation. Respondent shall also not teach any course related to real estate appraisals during the term of the probation.

16. Respondent shall comply with the Uniform Standards of Professional Appraisal Practice in performing all appraisals and all Board statutes and rules.

17. If, between the effective date of this Consent Agreement and the termination of Respondent's probation by the Board, Respondent fails to renew his license while under this Consent Agreement and subsequently applies for a license or certificate, the remaining terms of this Consent Agreement, including probation and mentorship, shall be imposed <u>if</u> the application for license or certificate is granted.

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

19. Respondent understands that he has a right to a public administrative hearing concerning each and every allegation set forth in the above-captioned matter, at which administrative hearing he could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent freely and voluntarily relinquishes all

rights to such an administrative hearing, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action, concerning the matters set forth herein. Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

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

21. The parties agree that this Consent Agreement constitutes final resolution of this disciplinary matter.

22. Time is of the essence with regard to this agreement.

23. If Respondent fails to comply with the terms of this Consent Agreement, the Board shall properly institute proceedings for noncompliance with this Consent Agreement, which may result in suspension, revocation, or other disciplinary and/or remedial actions. Respondent agrees that any violation of this Consent Agreement 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.

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

25. Respondent understands that the foregoing Consent Agreement shall not become effective unless and until adopted by the Board of Appraisal and executed on

behalf of the Board. Any modification to this original document is ineffective and void unless mutually approved by the parties in writing.

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

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

DATED this 29 day of MARCH, 2011.

Scott A. Armstrong
Respondent

Dan Pietropaolo
Executive Director
Arizona Board of Appraisal

ORIGINAL of the foregoing filed this 29 day of March, 2011 with:

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

COPY of the foregoing mailed regular and certified mail 7009 1680 0000 7387 5946 this 29 day of March, 2011 to:

Mr Scott A. Armstrong
4015 S. River Drive
Tempe, AZ 85282

COPY of the foregoing sent or delivered this 29 day of March, 2011 to:

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

By: Rebecca M. Loar
1659403