

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. She further acknowledges that at such formal hearing she could present evidence and cross-examine witnesses. Respondent irrevocably waives her 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 In the event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced in any action by any party, except that the parties agree that should the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.

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1 **FINDINGS OF FACT**

2 On or about November 19, 2010, the Board's investigation revealed the following:

3 1. This matter deals with an appraisal conducted and report written by
4 Respondent of a single family residence located at 44814 North 16th Street, Phoenix, AZ
5 85087 with an effective date of value of March 25, 2009.

6 2. The appraisal report incorrectly stated that the subject's street was paved
7 with asphalt.

8 3. None of the closed sales utilized in the appraisal report support the opinion
9 of market value of \$450,000.

10 4. The site value was not supported by the land comparables noted on page 3
11 of the appraisal report.

12 5. No external depreciation was taken for economic conditions.

13 6. The wide range of indicated values is not credible at 24% difference in sold
14 comparables or 51% difference in sold versus active listings.

15 7. The comparable located on Golden Sky Lane is far superior and is not a
16 credible comparable.

17 8. Respondent failed to analyze foreclosures/short sales in this appraisal
18 process and the explanation that the appraisal was for a "refinance assignment-type" and
19 did not warrant such analysis is not credible.

20 9. A wide range of comparables indicate a lower value.

21 **CONCLUSIONS OF LAW**

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

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1 The conduct described above constitutes violations of the following provisions of
2 the USPAP, 2008-2009 edition:

3 Standards Rule 1-1(a); Standards Rule 1-4(a); Standards Rule 1-4(b)(i) and (iii);
4 Standards Rule 2-1(a); Standards Rule 2-2(b)(viii) and Standards Ethic Rule---
5 Competency.

6 **ORDER**

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

9 1. **Upon the effective date of this Consent Agreement, Respondent's**
10 **Certificate as a Certified Residential Appraiser shall be placed on probation for a**
11 **minimum period of six (6) months.** During probation, Respondent shall comply with
12 USPAP, Arizona Revised Statutes and Appraisal Board rules.

13 2. Respondent shall successfully complete the following education within **six**
14 **(6) months** of the effective date of this Consent Agreement: **Seven (7) hours of Cost**
15 **Approach and fifteen (15) hours of Basic Appraisal (with an exam).** The education
16 under this paragraph **may not** be counted toward the continuing education requirements
17 for the renewal of Respondent's certificate. **The coursework may be completed**
18 **through distance education.** The same class may not be repeated to fulfill the education
19 requirements of this Consent Agreement

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

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

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

4 6. During the probationary period, the Respondent shall not issue a verbal or
5 written appraisal, appraisal review, or consulting assignment without prior review and
6 approval by a Mentor. Each report shall **either** be signed by the Mentor as a supervisory
7 appraiser **or** the Mentor must complete a written review of each report ensuring that the
8 report complies with USPAP and the Board's statutes and rules. The Mentor's review
9 shall comply with the requirements of Standard 3 of the USPAP. The Mentor's Standard
10 3 review shall be completed before the report is issued to the client. Any changes the
11 Mentor requires to ensure the report complies with the USPAP shall be completed by the
12 Respondent and approved by the Mentor before the report is issued. The Mentor's written
13 Standard 3 review shall be maintained by the Mentor and made available to the Board
14 upon request.

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

22 8. Not more than **30 days** after the effective date of this Consent Agreement,
23 Respondent shall submit to the Board the name and resume of an Arizona Certified
24 Residential or Arizona Certified General Appraiser who is willing to serve as
25 Respondent's Mentor together with a letter from the potential Mentor agreeing to serve as
26 Respondent's Mentor. If requested by Board staff, Respondent shall continue to submit

1 names, resumes, and letters agreeing to serve as Mentor until a Mentor is approved by the
2 Board. Any Mentor must be approved in writing by the Board.

3 9. Respondent shall bear all costs and expenses associated with the
4 mentorship and incurred by attending the courses.

5 10. The Mentor shall submit monthly reports to the Board for each calendar
6 month during Respondent's probationary period reflecting the quantity and quality of
7 Respondent's work, including, but not limited to, improvement in Respondent's practice
8 and resolution of those problems that prompted this action. The Mentor's report shall be
9 filed monthly beginning the 15th day of the first month following the start of
10 Respondent's probationary period and continuing each month thereafter until termination
11 of the probationary period by the Board. **Even if the Mentor reviews no appraisals**
12 **during a given month, a report stating that no appraisals were reviewed or**
13 **approved must be submitted.** It is the Respondent's responsibility to ensure that the
14 Mentor submits his/her reports monthly. If the monthly reporting date falls on a
15 Saturday, Sunday, or holiday, the report is due on the next business day. The monthly
16 report may be filed by mail or facsimile.

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

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

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

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

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

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

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1 17. If, between the effective date of this Consent Agreement and the
2 termination of Respondent's probation by the Board, Respondent fails to renew her
3 license while under this Consent Agreement and subsequently applies for a license or
4 certificate, the remaining terms of this Consent Agreement, including probation and
5 mentorship, shall be imposed if the application for license or certificate is granted.

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

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

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

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

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

24 23. If Respondent fails to comply with the terms of this Consent Agreement,
25 the Board shall properly institute proceedings for noncompliance with this Consent
26 Agreement, which may result in suspension, revocation, or other disciplinary and/or

1 remedial actions. Respondent agrees that any violation of this Consent Agreement is a
2 violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any of
3 the provisions of the Board's statutes or the rules of the Board for the administration and
4 enforcement of its statutes.

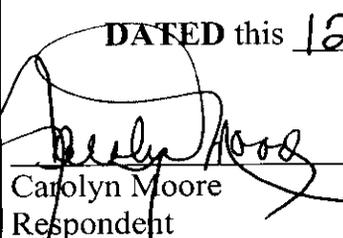
5 24. Respondent understands that this Consent Agreement does not constitute a
6 dismissal or resolution of other matters currently pending before the Board, if any, and
7 does not constitute any waiver, express or implied, of the Board's statutory authority or
8 jurisdiction regard any other pending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

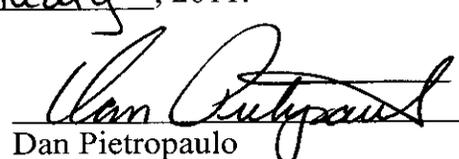
13 25. Respondent understands that the foregoing Consent Agreement shall not
14 become effective unless and until adopted by the Board of Appraisal and executed on
15 behalf of the Board. Any modification to this original document is ineffective and void
16 unless mutually approved by the parties in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

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

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

22 DATED this 12 day of January, 2011.

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24 
25 Carolyn Moore
26 Respondent

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24 
25 Dan Pietropaulo
26 Executive Director
Arizona Board of Appraisal

1 ORIGINAL of the foregoing filed
this 12 day of January, 2011 with:

2
3 Arizona Board of Appraisal
1400 West Washington Street, Suite 360
Phoenix, Arizona 85007

4 COPY of the foregoing mailed regular
5 and certified mail 7009 1680 0000 7387 6417
this 12 day of January, 2011 to:

6 Ms. Carolyn Moore
7 15294 W. Windward Ave.
Goodyear, AZ 85338

8 COPY of the foregoing sent or delivered
9 this 12 day of January, 2011 to:

10 Jeanne M. Galvin
Assistant Attorney General
Arizona Attorney General's Office
11 1275 West Washington, CIV/LES
Phoenix, Arizona 85007
12

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14 By: 
1405838

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