



represented by an attorney at the hearing. The Respondent elected to have this matter recorded by electronic device and to rely on the electronic recording.

As the Board's prosecutor, Mr. McCaleb presented his opening statement on behalf of the Board and the Respondent likewise presented her opening statement in her defense immediately thereafter stating that this appraisal assignment was an example of Murphy's Law. Mr. McCaleb presented one witness to testify in the presentation of the Board's case. The Respondent chose to testify in the presentation of her case and presented no others witnesses to testify.

#### PRELIMINARY MATTERS

The Board's prosecutor initially moved for the admission of ten (10) exhibits for the Board (Exhibits 1,2,3,4, 5, 6, 7, 8, 9, and 10, respectively) to which there was no objection and all ten such Board exhibits were admitted into evidence.

Exhibit 1 was the appraisal report of the appraisal with an effective date of January 16, 2013, and a signature date of January 29, 2013 , Exhibit 2 was the first amended appraisal report with an effective date of January 16, 2013, and a signature date of January 31, 2013, Exhibit 3 was the second amended appraisal report with an effective date of January 16, 2013, and a signature date of February 19, 2013, Exhibit 4 was the MLS data sheets of Sale No. 1 chosen by the Respondent, Exhibit 5 was the MLS data sheets of Sale No. 3 chosen by the Respondent, Exhibit 6 was the first page of the Contract of Sale of Real Estate for Lots 64, 65 and 66, Block 5, Keystone West Lake Estates Unit 1, Pawnee, County, Oklahoma, with a street address listed as 2383 Skyview Lane, Cleveland, Oklahoma, Exhibit 7 was the County Assessor Sheet/Property Cards of the County Assessor of Pawnee County for Lot 65, Block 5, Keystone West Lake Estates Unit 1, Pawnee County, Oklahoma, with a street address of 2383 West Skyview Lane, Cleveland, Oklahoma, Exhibit 8 was the MLS data sheets for 2383 Skyview Lane, Cleveland, Oklahoma, Exhibit 9 was a

one page letter from the lender, First Fidelity Bank, NA, dated March 22, 2013, that was issued after the appraisal and the two amended appraisal reports were submitted to the client, and Exhibit 10 was a compilation of certain pages from the first nine exhibits chosen and compiled by the Board's prosecutor to facilitate the proceedings.

Subsequently during the Hearing, Mr. McCaleb moved for the admission of two (2) more exhibits, Exhibits 11 and 12, respectively, to which there was no objection. The eleventh exhibit, Exhibit 11, was the Respondent's one page unsigned Grievance Response to the Grievance dated February 23, 2013, and filed in this matter. The twelfth exhibit, Exhibit 12, was the Respondent's engagement letter from the lender First Fidelity Bank, NA, Oklahoma City, Oklahoma, to the Respondent dated December 27, 2012. The Respondent did not submit any documents for admission as evidence in this matter.

Neither party to these proceedings requested that a court reporter record this matter. No proposed findings of fact were submitted to the Board by either party to these proceedings.

#### WITNESSES AND EVIDENCE PRESENTED

The Board's prosecutor presented one (1) witness in support of the case against the Respondent: Jerry Jones, a certified general appraiser licensed as 10186CGA, of Shawnee, Oklahoma.

Upon being duly sworn, Ms. Jones testified that she is a certified general appraiser, that she has been appraising real property since 1983, that she lives in Pottawatomie County, that she appraises generally to the east of the Oklahoma City metropolitan area including the counties of Pottawatomie, Lincoln, Hughes, Okfuskee and Seminole. When asked, Ms. Jones testified that she is a member of the Board's Probable Cause Committee, that in that capacity she was asked to look at the Respondent's work file, that further in that capacity she looked at the Respondent's materials

provided to her by the Board's prosecutor, that still further in that capacity she was asked to testify in this matter, that she did not conduct or perform a review appraisal on the subject property and accordingly had not written a review appraisal report.

The Board's prosecutor asked Ms. Jones to testify about the contents of Exhibit 10, the compilation of certain pages from the first nine exhibits chosen and compiled by the Board's prosecutor to facilitate the proceedings. Accordingly, Exhibit 10 was referred to extensively by the Board's prosecutor in his questioning of his witness Jerry Jones as well as by Ms. Jones herself.

As a member of the Board's Probable Cause Committee, Ms. Jones testified that page 2 of Exhibit 10 (from Exhibit 1, page 1) was the cover page of the appraisal for the subject property at 2383 West Skyview Lane, that the Respondent's Summary of Salient Features on page 3 of Exhibit 1, that lists a sales price, indicates that the Contract of Sale of Real Estate (Exhibit 6) was apparently provided to the Respondent, that the Respondent apparently reviewed the Contract of Sale of Real Estate, that the Contract of Sale of Real Estate was typical for the area, that the Respondent reported the effective age of the subject property, with an actual age of forty-two (42) years, to be five (5) years, that there had been no updates to the subject property within the previous fifteen (15) years, and that the condition of the subject property was reported by the Respondent to be C2. Ms. Jones noted that the actual age of Respondent's Sale No. 1, the condition of which was reported by the Respondent to be C2, was 43 years with \$0.00 of adjustment, that the actual age of the Respondent's Sale No. 2, the condition of which was reported by the Respondent to be C2, was 3 years with \$0.00 of adjustment and that the actual age of the Respondent's Sale No. 3, the condition of which was reported by the Respondent to be C2, was 47 years with \$0.00 of adjustment.

Continuing, Ms. Jones noted that on page 4 of Exhibit 10, the Respondent reported that the subject property site consisted of 35,719 square feet, that the site of Respondent's Sale No. 1

consisted of 1.04 acres with a reported negative adjustment of \$5,000, that the site of the Respondent's Sale No. 2 consisted of 34,829 square feet with a reported positive adjustment of \$5,000, that the site of Respondent's Sale No. 3 consisted of 19,602 square feet with a reported positive adjustment of, it appears, \$1,000 although the exhibit copy she was looking at appeared to be cut off and was probably supposed to be \$10,000, that there was no explanation provided as to how such adjustments were calculated, that while there is usually some dollar amount provided for adjustments but that was not in this matter as each of the Respondent's three Sales have different dollar amounts per square foot. It was further noted by Ms. Jones that MLS data sheets for the Respondent's Sale No.1 (from Exhibit 5, page 2 MLS Data Sheet) and Sale No. 3 (from Exhibit 6, page 2 MLS Data Sheet) each list in-ground swimming pools that were not mentioned or reported on page 4 of Exhibit 10 (from Exhibit 1, page 5).

Next, Ms. Jones referred to the Respondent's Cost Approach in Exhibit 10, page 5 (from Exhibit 1, page 6) and in her own words explained that the use of the "cost approach" is an effort to determine replacement costs of property and with older property, to include depreciation. Ms. Jones pointed out that the Respondent's Cost Approach reported in Exhibit 10, page 5 (from Exhibit 1, page 6) includes the Respondent's opinion of site value (with no improvements, only land) as being \$30,000 with no explanation provided. Exhibit 10, page 6 was identified by Ms. Jones to be the Respondent's typed Comment Addendum (from Exhibit 1, page 7) that includes a second paragraph under the subheading of "Actual Age Adjustments" on condition adjustments with the Respondent's typed explanation that when the indicated depreciation on a property is 1% to 20%, the condition of the property will be considered by the Respondent to be C2.

As to Exhibit 10, page 7 (from Exhibit 1, page 10), Ms. Jones stated that the date written on the signature page of the appraisal is January 29, 2013, and that the Respondent's reported

opinion of value was \$275,000. Exhibit 10, page 8 was identified by Ms. Jones to be a sketch of the house on the subject property that included a walkout basement.

Ms. Jones identified Exhibit 10, page 9 (from Exhibit 1, page 20) as being the Respondent's form Condition Ratings and Definitions including a definition of condition C2 that differs from the Respondent's typed Comment Addendum (from Exhibit 1, page 7) reference to condition C2 in the appraisal. Ms. Jones read into the record the last sentence of the Respondent's form Condition Ratings and Definitions' definition of C2 which states as follows: "...[d]wellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction." Ms. Jones noted while the actual age of the subject property was reported to be 42 years of age (Exhibit 10, page 4) with no updates being made within the last 15 years (Exhibit 10, page 3), the Respondent reported the condition of the subject property to be C2 (Exhibit 10, pages 3 and 4).

When asked, Ms. Jones noted that Exhibit 10, page 10 and following were certain pages from the Respondent's first amended appraisal report (from Exhibit 2) with a signature date of January 31, 2013. Further, Ms. Jones pointed out that Exhibit 10, page 12 includes a change in the site size of the subject property to be 2.51 acres rather than 35,719 square feet as reported by the Respondent in the appraisal and that the Respondent has added two (2) additional street addresses to the single street address of the subject property originally reported in the appraisal so that the subject property includes three street addresses in the first amended appraisal report.

Exhibit 10, page 14 was identified by Jerry Jones to be the signature page of the first amended appraisal report with a signature date of January 31, 2013, and the Respondent's reported opinion of value of \$275,000. It was noted by Ms. Jones at this point that the appraisal consisted of twenty-two (22) pages while the first amended appraisal report consisted of twenty-

three (23) pages and that the additional page in the first amended appraisal report is the Comment Addendum in Exhibit 10, page 15 (from Exhibit 2, page 25).

Jerry Jones identified Exhibit 10, page 16 and following to be certain pages from the Respondent's second amended appraisal report (from Exhibit 3) and Exhibit 10, page 21 to be the signature page of the second amended appraisal report with a signature date of February 19, 2013. Continuing, Ms. Jones stated that the Respondent's reported opinion of value is still \$275,000 in Exhibit 10, page 21, and that the second amended appraisal report included an additional page (Exhibit 10, page 22 Comments 02/19/2013 Pertaining to Legal) as well as a Title Policy with a different property legal description at Exhibit 10, page 23.

At this point, Ms. Jones identified Exhibit 4 (Exhibit 10, page 24) as being an MLS data sheet for the Respondent's Sale No. 1 at 2995 West Lakeshore Bluff, that Exhibit 10, pages 25 and 26 was the MLS data sheet itself, that the Respondent's Sale No. 1 was built in 1970 according to the MLS data sheet, that it has an in-ground swimming pool, and that it was reported in the "Remarks" section, to have an up-dated kitchen.

Witness Jerry Jones identified Exhibit 5 (Exhibit 10, page 27) to be an MLS data sheet for the Respondent's Sale No. 3 at 2577 West Skyview Lane, that Exhibit 10, pages 28 and 29 was the MLS data sheet itself, that the Respondent's Sale No. 3 was built in 1960, that it has an in-ground swimming pool, and that it was reported in the "Remarks" section, to be 3.25 acres in size.

Ms. Jones identified Exhibit 6 (Exhibit 10, page 30) to be the Contract of Sale of the subject property, and that Exhibit 10, page 31 was the first page of that Contract of Sale. Exhibit 7 was identified (Exhibit 10, page 32) by Jerry Jones to be the County Assessor Sheet/Property Cards of the County Assessor of Pawnee County for the subject property and Exhibit 10, pages

33 and 34 are the assessor sheets. Exhibit 8 was identified (Exhibit 10, page 35) by Ms. Jones to be the MLS data sheets for 2383 West Skyview Lane, Cleveland, Oklahoma (the subject property) with Exhibit 10, pages 36 and 37 being the MLS data sheets. Jerry Jones identified Exhibit 9 (Exhibit 10, page 38) to be a one page letter from the lender, First Fidelity Bank, NA, dated March 22, 2013. As Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 presented by the Board's prosecutor were all admitted into evidence herein, all without objection, as a preliminary matter, there was no subsequent need to move for their admission.

When asked about the Respondent's letter of engagement from the Respondent's client, First Fidelity Bank, NA, Oklahoma City, Oklahoma, Ms. Jones stated that she did not remember seeing a copy of such letter in the Respondent's work file provided to the Board's Probable Cause Committee.

The witness Jerry Jones testified that there were a series of errors made by the Respondent in the appraisal and in the two amended appraisal reports that collectively made the appraisal and the two amended appraisal reports misleading. With that being said, the Board rested.

Once the Board rested, the Respondent, Annemieke E. Roell, was given the opportunity to present her defense, which she did through only her testimony.

Upon being duly sworn, the Respondent testified that, looking back, she could have added more verbiage to her appraisal and two amended appraisal reports, that when she checked the records for her subject property, 2383 West Skyview Lane, Cleveland, Pawnee County, Oklahoma, she found three (3) different tax records, that the seller was selling three (3) lots, all under that address (2383 West Skyview Lane, Cleveland, Pawnee County, Oklahoma), that she blamed the realtor for not listing all three (3) lots, that it was not her error in listing all three (3)

lots under one address in her appraisal, that the three (3) lots were not combined into one (1) tax record, that she should have added more in her appraisal and two amended appraisal reports and that she did not miss anything.

Continuing, the Respondent testified that the letter of engagement determines the appraiser's scope of work, that the contract does not determine the appraiser's scope of work, and that she as an appraiser determines the scope of work. Respondent Roell stated that she should have included swimming pools in her appraisal and two amended appraisal reports, that there is no market evidence that swimming pools add any value at lake properties (such as those involved in this matter), that Gross Living Area (GLA) is not the same across the board and that a unnamed and unidentified AIA woman that she had discussed such matters with agreed with her on GLA.

As to her adjustments on Conditions, the Respondent testified that the form Uniform Appraisal Dataset (UAD) definitions of the ratings of conditions that she is required to use don't make much sense to her, she said that age doesn't matter, that it is how well a property is maintained that matters, not the age of the property, that just because the condition of three properties are rated as all C3 does not mean that there can be no variations within the condition C3.

As to there being three (3) appraisal reports, Ms. Roell testified that all three (3) were the same appraisal report with different numbers and different signature dates. As to the existence of the two (2) additional lots (in the first and second amended appraisal reports), the Respondent Roell testified that the majority of the properties around Lake Keystone (such as those in this matter) have property buffering around such properties with several lots, that she does not

believe such buffering properties have any value and that is why she ascribed no value to the two additional lots (at 2383 Skyview Lane, Cleveland, Pawnee County, Oklahoma).

When asked, the Respondent identified Exhibit 11 as her Grievance Response. There being no objection, Exhibit 11 was admitted into evidence. The Respondent admitted that her grievance response was flippant and that she regrets having responded to the Board in that manner.

The Respondent testified that the property legal description in the Contract of Sale (Exhibit 10, page 31) was not the correct legal description for 2383 West Skyview Lane, Cleveland, Pawnee County, Oklahoma, and that the property legal description in the Contract of Sale was in error.

Respondent Roell further testified that she doesn't go by descriptions in MLS because they are not reliable, that she used C2 on all of her three comparable sales as it was appropriate, that condition C2 is defined in her appraisal, that Exhibit 19, page 9 has C2 as defined by required form UAD Conditions, that her condition of C2 is in her comments in her appraisal, that today she stands by her values in her appraisal and two amended appraisal reports, that she agrees that you should review a Contract of Sale in the performing an appraisal, that a 42 year old house can have an effective age of five years due to maintenance, that updating is not just maintenance, that updating is replacement of items not carpet replacement, that as there were three different tax records on three different properties she didn't address it but she should have done so, that there is no market evidence that surplus lots (i.e. buffering lots) add value, that in hindsight that she'd do this differently and would have contacted her client to ask questions, that the appraisal had one lot, that the first amended appraisal report added the other two lots, and that the second amended appraisal report used all three lots, that Exhibit 10, page 15 includes her

form comments as to the use of additional lots as buffers, that there were no records as to the existence of the additional lots at the time originally purchased, and that she did not provide comments regarding the surplus lots (i.e. buffering lots) but she should have done so.

Continuing, Respondent Roell admitted that she made an error on her adjustments in Exhibit 10, page 12 on a below grade bathroom by just adjusting for GLA and not bathroom, that due to some then-recent surgery her arm wasn't working well while trying to hold a measuring tape, that Gregory Goodpasture assisted in confirming the measurements she had taken, that Mr. Goodpasture reviews her work and vice versa but that he does not review her appraisal or her opinion of value, that both the seller and the realtor told her that there were no HOA fees despite the MLS data sheets to the contrary, that she should have disclosed that as well, that she is a candidate for the Appraisal Institute, and that her C2 definition is in her comments in Exhibit 10, page 6.

When asked, the Respondent Roell identified Exhibit 12, a one page document, as being the Engagement Letter from her client, First Fidelity Bank, NA, Oklahoma City, Oklahoma. There being no objection, Exhibit 12 was admitted into evidence. With that being said the Respondent rested.

The Respondent presented no witnesses in her defense and at no time introduced any exhibits into evidence on her own behalf.

On February 14, 2014 an Entry of Appearance was filed with the administrative office of the Board by attorney, Stephen Modovsky, on behalf of the Respondent, concurrently with his Request for Oral Argument. Briefs as to Oral Argument were timely filed by both the Respondent and the Board's prosecutor.

On March 5, 2014 both counsel of the Respondents, Stephen Modovsky and the Board's prosecutor, Stephen McCaleb, appeared before the Board and presented oral argument.

### JURISDICTION

1. The OREAB has the duty to carry out the provisions of the Oklahoma Certified Real Estate Appraisers Act as set forth at Title 59 of the Oklahoma Statutes, §§858-701, *et seq.* and to establish administrative procedures for disciplinary proceedings conducted pursuant to the provisions of the Oklahoma Certified Real Estate Appraisers Act.

2. The OREAB has promulgated rules and regulations to implement the provisions of the Oklahoma Certified Real Estate Appraisers Act in regard to disciplinary proceedings as set forth at the Oklahoma Administrative Code, §§600:15-1-1 thru 600:15-1-22, including administrative hearings.

3. The Respondent, ANNEMIEKE E. ROELL, is a Certified Residential Appraiser in the State of Oklahoma, holding credential number 12775CRA and was first licensed with the Oklahoma Real Estate Appraiser Board on December 3, 2007.

### FINDINGS OF FACT

The Board adopts in full the Findings of the Hearing Panel and that the following Facts were proven by clear and convincing evidence:

1. The Respondent, ANNEMIEKE E. ROELL, is a Certified Residential Appraiser in the State of Oklahoma, holding credential number 12775CRA and was first licensed with the Oklahoma Real Estate Appraiser Board on December 3, 2007.

2. In December of 2012, First Fidelity Bank, NA, Oklahoma City, Oklahoma (the "client"), through no AMC, hired Respondent (Exhibit 12 Respondent's engagement letter from the client) to complete an appraisal (the "appraisal") for real property (with no legal description

included in the Exhibit 12 Respondent's engagement letter) located at 2383 West Skyview Lane, Cleveland, Pawnee County, Oklahoma (the "subject property").

3. The Respondent completed the appraisal and two amended appraisal reports and transmitted the appraisal and two amended appraisal reports to the client. The appraisal was for a purchase transaction.

4. The Respondent committed a series of errors in the appraisal report which led to a misleading appraisal report. These errors include, but are not limited to the following paragraphs 5-13.

5. Respondent completed one appraisal and two amended appraisal reports with no disclosure that the appraisal was amended twice. The appraisal had an effective date of January 16, 2013, and a signature date of January 29, 2013; the first amended appraisal report had an effective date of January 16, 2013, and a signature date of January 31, 2013; and the second amended appraisal report had an effective date of January 16, 2013, and a signature date of February 19, 2013.

6. In the appraisal (signature date January 29, 2013), Respondent reports that the subject property's site size is 35,719 square feet. For her Sale number 1, Respondent reports that its lot size is 1.04 acres with a negative adjustment of \$5,000. For her Sale number 2, Respondent reports that its lot size is 34,829 square feet with a positive adjustment of \$5,000. For her Sale number 3, Respondent reports that its lot size is 19,602 square feet with a positive adjustment of \$1,000.

7. In the appraisal (signature date January 29, 2013), the Respondent utilized only one lot, the street address of which was 2383 West Skyview Lane, Cleveland, Oklahoma, and

which lot was legally described as Lot 65, Block 5, Keystone West Lake Estates Unit 1, Pawnee County, Oklahoma.

8. In the January 31, 2013, and the February 19, 2013 amended reports, the Respondent amended the appraisal based upon the Contract of Sale of Real Estate (Exhibit 6) to include two (2) additional lots (Lots 64 and 66, Block 5, Keystone West Lake Estates Unit 1, Pawnee, County, Oklahoma), with the one lot subject property (Lot 65, Block 5, Keystone West Lake Estates Unit 1, Pawnee, County, Oklahoma), for a total of three (3) lots. The street addresses of these two (2) additional lots are listed as 2377 West Skyview Lane (Lot 64, Block 5, Keystone West Lake Estates Unit 1, Pawnee, County, Oklahoma), Cleveland, Oklahoma, and 2409 West Skyview Lane (Lot 66, Block 5, Keystone West Lake Estates Unit 1, Pawnee, County, Oklahoma), Cleveland, Oklahoma, respectively. Amending the appraisal based upon the Contract of Sale of Real Estate (Exhibit 6) to include two (2) additional lots, resulted in the site size increasing to 2.51 acres. Despite the increase in site size, Respondent's adjustments did not change in the January 31, 2013, and the February 19, 2013, amended appraisal reports. With the increase in site size, there should have been an explanation as to why no change in the adjustment was made due to the change in the site size.

9. Additionally, in the cost approach, the Respondent did not modify the information for the site value in the two amended appraisal reports or provide an explanation. The Respondent reported the opinion of site value as \$30,000 in the appraisal and in the two amended appraisal reports despite the increase in site size in the two amended appraisal reports for which no explanation was made.

10. Regarding Respondent's other adjustments, under the condition section, the Respondent listed the condition of the subject property as C2. Respondent also listed the

condition of her three Sales as C2, and did in fact make adjustments to all three (3) of the Sales based upon condition without providing an adequate explanation.

11. The Sales Gross Living Area (GLA) adjustments are not calculated in a recognized method and technique.

12. The subject property has an actual age of forty-two (42) years. The Respondent, without an adequate explanation, reports that the effective age of the subject property is five (5) years, but then reports that there have been no updates to the subject property within the last fifteen (15) years. The Respondent failed to explain how the effective age of the subject property was estimated.

13. The Respondent produced an appraisal and two amended appraisal reports that were misleading.

#### CONCLUSIONS OF LAW

The Board adopts in the full the Conclusions of Law as determined by the Hearing Panel below:

1. The Respondent has violated 59 O.S. §858-723(C)(6) through 59 O.S. §858-726, in that the Respondent violated:

A) The Competency Rule of the Uniform Standards of Professional Appraisal Practice (USPAP);

B) Standard 1, Standards Rules 1-1, 1-2, 1-3, 1-4, 1-5 and 1-6; Standard 2, Standards Rules 2-1, and 2-2 of the Uniform Standards of Professional Appraisal Practice.

These include the sub sections of the referenced rules.

2. The Respondent has violated 59 O.S. §858-723(C)(7): "Failure or refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report or communicating an appraisal."

3. The Respondent has violated 59 O.S. §858-723(C)(8): "Negligence or incompetence in developing an appraisal, in preparing an appraisal report, or in communicating an appraisal."

4. The Respondent has violated 59 O.S. §858-723(C)(13), in that Respondent violated 59 O.S. §858-732(A)(1): "An appraiser must perform ethically and competently and not engage in conduct that is unlawful, unethical or improper. An appraiser who could reasonably be perceived to act as a disinterested third party in rendering an unbiased real property valuation must perform assignments with impartiality, objectivity and independence and without accommodation of personal interests."

#### FINAL ORDER

WHEREFORE, having adopted in full the Findings of Fact and Conclusions of Law entered by the Disciplinary Hearing Panel, the Board issues its Final Order, modifying the Recommendation of the Disciplinary Hearing Panel, in part, as follows:

1. The Respondent Annemieke E. Roell shall pay an administrative fine in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** to the Board. Payment of the fine shall be remitted to the Board in accordance with the manner contemplated by 59 O.S. § 858-723(B).

2. The Respondent Annemieke E. Roell, during the period of one (1) year from the date of the Board Order, shall successfully complete corrective education as follows:

- The **FIFTEEN (15) HOUR** Course Number 600: National USPAP Course;
- The **THIRTY (30) HOUR** Course Number 613: Residential Sales Comparison & Income Approach;
- The **FIFTEEN (15) HOUR** Course Number 614: Residential Report Writing & Case Studies.

The course(s) must all be completed with copies of certificates of course completion

transmitted to the administrative office of the Board within **ONE (1) YEAR** from the date of the Board Order. The course(s) must be tested and must be live courses, attended in person by the Respondent (not distance and/or correspondence and/or on-line courses). The course(s) shall not be counted toward continuing education credit by the Respondent.

3. Failure by Respondent to comply with any requirement of this order shall result in his appraisal credential being suspended instanter, with notification forwarded immediately to Respondent by Certified U. S. mail, return receipt requested.

**THE BOARD WISHES TO ADVISE THE RESPONDENT THAT HE HAS THIRTY (30) DAYS TO APPEAL THIS ORDER WITH THE APPROPRIATE DISTRICT COURT.**

**IT IS SO ORDERED** this 5<sup>th</sup> day of March, 2014.



By: *Eric M. Schoen*  
ERIC SCHOEN, Board Secretary

By: *Bryan Neal*  
BRYAN NEAL, Assistant Attorney General  
Counsel to the Board

CERTIFICATE OF MAILING

I, Christine McEntire, hereby certify that on the // day of March, 2014 a true and correct copy of the above and foregoing Board's Decision as to Disciplinary Hearing Panel Recommendation was placed in the U.S. Mail, with postage pre-paid, by certified mail, return receipt requested to:

**Stephen J. Modovsky**  
MODOVSKY LAW OFFICE  
1204 South Cheyenne  
Tulsa, Oklahoma 74119  
Attorney for Respondents

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and that copies were forwarded by first class mail to the following:

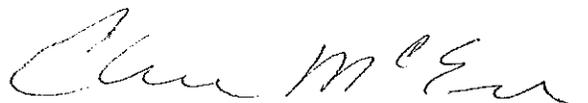
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