



4. Respondent failed to recognize various improvements, modifications, and amenities on the property.

5. Respondent did not give adequate adjustments to the subject property's 30 foot by 50 foot outbuilding in the Garage/Carport section of the Sales Comparison Approach.

6. The condition of the subject property, in relation to the comparable three chosen by the Respondent, was superior. Accordingly, an adequate adjustment was not made.

7. Respondent's adjustments were not supported nor consistent throughout the report. These include, but are not limited to the following paragraphs.

8. Respondent's reporting of distance from the comparables to the subject was incorrect.

#### **COMPARABLE SALE NUMBER ONE**

9. In his first version of the report, Respondent failed to make an adjustment to the Garage/Carport section of comparable one in the Sales Comparison Approach. Comparable one had a "2 carport and 1 garage" as opposed to the subject's 1,500 square foot 2 car garage. Respondent corrected the error in subsequent versions of the report.

10. Respondent adjusted the site value for comparable one, a negative \$5,000. The lot size is 11.54 acres compared to the subject which is 4.58 acres. Comparable one is not in a market that is comparable to the subject. The adjustment is a \$725 per acre adjustment and does no represent market value nor does it correlate with Respondent's opinion of site value, \$22,000, developed in his cost approach.

11. Respondent failed to account for or explain that Comparable one was a foreclosure. Respondent contends that reporting this comparable was purchased by HUD within the year was adequate to inform the reader it was a foreclosed property.

#### **COMPARABLE SALE NUMBER TWO**

12. Respondent adjusted the site value for comparable two a positive \$3,500. The lot size is 1.25 acres compared to the subject which is 4.58 acres. Comparable two is not in a market that is comparable to the subject. The adjustment is a \$1,050 per acre adjustment and does not represent market value nor does it correlate with Respondent's opinion of site value, \$22,000, developed in his cost approach, nor his amount per acre of comparable one.

13. Comparable two is a single wide, whereas the subject is a double wide. Respondent failed to account or adjust for the quality and appeal of the two different types of manufactured homes.

14. Comparable two's condition was listed as average by the Respondent; as was the subject. Comparable two was inferior to the subject without any adjustments made.

15. The picture of comparable two in Respondent's report is not truly the property located at 1060 North Stockman Road, Skiatook, Oklahoma.

16. The gross living area adjustment and the garage/carport adjustment for comparable two were not supported nor explained adequately.

### **COMPARABLE SALE NUMBER THREE**

17. Despite a size differential between the subject and comparable, no adjustment was made as to the size of the site.

18. The subject property was 12 years old and comparable three was 26 years old. Respondent did not make any adjustment on the age.

19. Respondent did not make any adjustment as to the condition of comparable three, which was a foreclosed property.

### **COMPARABLE SALE NUMBER FOUR**

20. Respondent reports that the Quality of Construction for Comparable four was Vinyl/Avg. The actual siding on this property is Masonite.

**COMPARABLE SALE NUMBER FIVE**

21. Despite a size differential between the subject and comparable, no adjustment was made as to the size of the site.

22. Respondent reports that comparable number five is a double wide when it is actually a single wide manufactured home.

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23. Respondent reports that he performed a head and shoulders inspection of the crawl space areas of the subject property. However, the crawl space was completely closed off and Respondent was not granted access to the crawl space.

24. Respondent reports that the physical depreciation shown in the cost approach refers to effective age in one part of the report, but then reports that the cost approach was not developed in another part of the report.

25. On the location map, Respondent has the wrong address and location for the subject property.

26. Respondent ignored better comparables to the subject without adequate explanation in his report.

27. Respondent acknowledges that some of his errors were committed due to adhering to pressures of his client which conflicted with USPAP requirements.

**AGREED CONCLUSIONS OF LAW**

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

A) The Ethics Rule, Competency Rule, and Scope of Work Rule of the Uniform Standards of Professional Appraisal Practice Ethics Rule;

B) Standard 1, Standards Rule 1-1, 1-2, 1-3, 1-4, and 1-6, and Standard 2, Standards Rule 2-1. and 2-2 of the Uniform Standards of Professional Appraisal Practice. These include the sub sections of the referenced rules.

2. That 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."

3. That 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."

#### CONSENT AGREEMENT

The Respondent, by affixing his signature hereto, acknowledges:

1. That Respondent has been advised of his right to seek the advice of counsel prior to signing this document, and has in fact retained counsel;

2. That Respondent possesses the following rights, including but not limited to:

a. The right to a formal fact finding hearing before a disciplinary panel of OREAB;

b. The right to a reasonable notice of said hearing;

c. The right to be represented by counsel;

d. The right to compel the testimony of witnesses;

e. The right to cross-examine witnesses against him; and

- f. The right to obtain judicial review of the final decision of the OREAB.
3. That Respondent stipulates to the facts as set forth above and specifically waives his right to contest these findings in any subsequent proceedings before the OREAB and to appeal this matter to the District Court;
4. That Respondent consents to the entry of this Consent Order affecting his professional practice of real estate appraising in the State of Oklahoma;
5. That Respondent agrees and consents that this Consent Order shall not be used by him for purposes of defending any other action initiated by the OREAB regardless of the date of the appraisal;
6. That all other original allegations in this matter are dismissed; and
7. That this Consent Order is for the purpose of settlement only. Neither the fact that Respondent and OREAB have agreed to this Consent Order, nor the Findings of Fact or Conclusions of Law contained herein, shall be used for any purpose in any proceeding, except by the OREAB. Nothing contained in this Consent Order is an admission by the Respondent of liability.

#### ORDER

WHEREFORE, on the basis of the foregoing Agreed Findings of Fact and Conclusions of Law, it is Ordered that:

1. Respondent successfully completes corrective education as follows:
  - i. SEVEN (7) HOURS – 912: Online Appraising Manufactured Housing.
  - ii. FIFTEEN (15) HOURS – 60A: Online 15 Hour National USPAP.

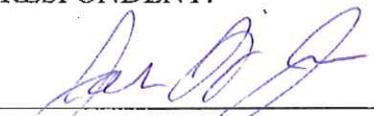
Proof of completion of the above corrective education must be received by the Board's administrative office within two-hundred forty days after the Board approves this order (should it be approved).

2. Respondent shall pay an administrative fine in the amount of One Thousand Dollars (\$1,000.00);
3. Fines and costs prescribed herein shall be paid in a manner contemplated by Okla. Stat. tit. 59 § 858-723(B)(4); and

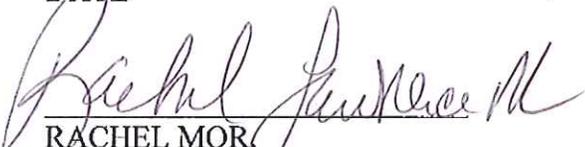
**DISCLOSURE**

Pursuant to the Oklahoma Open Records Act, 51 O.S. §§24-A.1 – 24A.21, the signed original of this Consent Order shall remain in the custody of the Board as a public record and shall be made available for public inspection and copying upon request.

RESPONDENT:

  
\_\_\_\_\_  
JOHN H. JONES

11-5-2012  
DATE

  
\_\_\_\_\_  
RACHEL MORRIS  
Counsel for Respondent

11/13/12  
DATE

**CERTIFICATE OF BOARD PROSECUTING ATTORNEY**

I believe this Consent Order to be in the best interests of the Oklahoma Real Estate Appraiser Board, the State of Oklahoma and the Respondent with regard to the violations alleged in the formal Complaint.



STEPHEN MCCALED, OBA #15649  
Board Prosecutor  
3625 N.W. 56<sup>th</sup> Street, Suite 100  
Oklahoma City, Oklahoma 73112

12-4-12

DATE

IT IS SO ORDERED on this 7<sup>th</sup> day of December, 2012.



REBECCA KEESEE, Secretary  
OKLAHOMA REAL ESTATE  
APPRAISER BOARD

By:



BRYAN NEAL, OBA #6590  
Assistant Attorney General  
Counsel for the Board  
313 NE 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105



**CERTIFICATE OF MAILING**

I, Rebecca Keesee, hereby certify that on the 14<sup>th</sup> day of December, 2012 a true and correct copy of the above and foregoing Consent Order for Respondent John H. Jones was placed in the U.S. Mail by certified mail, return receipt requested to:

**Rachel Lawrence Mor**  
3037 N.W. 63<sup>rd</sup> Street, Suite 205  
Oklahoma City, Oklahoma 73116

7006 2760 0005 6607 3441

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

**John H. Jones**  
4369 E. 70<sup>th</sup> St.  
Tulsa, OK 74136

**Bryan Neal, Assistant Attorney General**  
OFFICE OF THE ATTORNEY GENERAL  
313 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105

**Stephen L. McCaleb**  
DERRYBERRY & NAIFEH  
4800 N. Lincoln Boulevard  
Oklahoma City, OK 73105

  
REBECCA KEESEE