



made. Additional social services will reportedly also be provided, such as children's meal plans and a potential after-school program, and adjustments were made.

5. The proposed renovation does not change design or appeal, and likely only replaces components which are near, at or beyond the ends of their economic lives. It is noted that the Rent Comparability Study (RCS) must be completed according to HUD guidelines, and be in compliance with USPAP. The HUD guidelines are reasonable, and attempt to prevent appraisers from over-estimating market rent, which appears to be the situation with this RCS.

6. Respondent (accurately) identifies the neighborhood boundaries as NW 16<sup>th</sup> Street, Reno Avenue, Meridian Avenue, and Council Road. There are ten (10) or more comparable multi-family properties located within the defined neighborhood. Respondent utilized six (6) comparable rentals, although only two (2) were from within the defined neighborhood, which is inappropriate. The four (4) from outside the defined neighborhood were not adjusted for their locations, which are in superior neighborhoods.

7. The effective date of the RCS was August 25, 2021, and it was prepared on October 14, 2021. The confirmation date of Comparable Nos. 1-5 was May 13, 2021, during a previous RCS for the same property. Comparable No. 6 was added, with a confirmation date of July 15, 2021. The comparable rental data is, therefore, stale and out of date. This is supported by the indication of rental concessions at one or more of the comparable properties on the date of review (December 13, 2021).

8. One-half of the comparables were rated as being in fair condition (which is questioned), for which unreasonably large adjustments were made (several hundred percent above HUD guidelines). The attempt to justify these adjustments is flawed for a variety of reasons, including the "before and after" condition of units at Comparable No. 1 used in an attempt to justify the adjustments. The actual "fair" condition of these comparables is doubted, and comparable properties in average condition were available within the defined neighborhood. Comparable No. 1 was adjusted upward for the tenants paying their own water, sewer, and trash expenses, which is not the case at the Subject property. There is a per month charge for these services, which is significantly less than the amount of the adjustments.

9. Large "as is" adjustments are made for comparables' lack of service coordination although the subject has none either.

10. The net effect of the use of four (4) improper comparable rentals and the improper adjustments applied resulted in an unreliable RCS with its representation of market rents substantially overstated, to the benefit of (at least) the client and/or property owner.

#### **AGREED CONCLUSIONS OF LAW**

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 and the Conduct Section of the Uniform Standards of Professional Appraisal Practice Ethics Rule;
- B) The Competency Rule of the Uniform Standards of Professional Appraisal Practice;
- C) The Scope of Work Rule of the Uniform Standards of Professional Appraisal Practice; and
- D) Standard 1, Standards Rules 1-1, 1-2, 1-4, 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)(7): "Failure or refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report or communicating an appraisal."

3. 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."

#### **CONSENT AGREEMENT**

The Respondent, by affixing his signature hereto, acknowledges:

1. That Respondent has been advised to seek the advice of counsel prior to signing this document.

2. That Respondent possesses the following rights among others:

- A. The right to a formal fact-finding hearing before a disciplinary panel of the Board;
- 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 Board.

3. The Respondent stipulates to the facts as set forth above and specifically waives both his right to contest these findings in any subsequent proceedings before the Board and his right to appeal this matter to the District Court.

4. The Respondent consents to the entry of this Order affecting his professional practice of real estate appraising in the State of Oklahoma.

5. The Respondent agrees and consents that this Consent Order shall not be used by him for purposes of defending any other action initiated by the Board, regardless of the date of the appraisal.

6. All other original allegations in this matter are dismissed.

7. Respondent acknowledges this will be placed on the Board's agenda for its next monthly meeting, after receipt of the executed Order from Respondent, and notice for the Order's placement on that Agenda is accepted.<sup>1</sup>

8. This Consent Order may be executed in one or more counterparts, but all of such counterparts, taken together, shall constitute only one Consent Order. When delivered to the other party, facsimile and visual digital reproductions of original signatures shall be as effective as if they were the originals.

9. This Consent Order shall be governed by the internal laws of the State of Oklahoma without regard to the conflict of law principles.

10. This Consent Order contains the entire agreement between the parties hereto and all provisions of this Consent Order are contractual and not a mere recital. The Parties acknowledge that no presentation or promise not expressly set forth in this Consent Order has been made by any of the Parties hereto or any of their agents, employees, representatives, or attorneys. No modification of, or amendment to, this Consent Order shall be valid unless it is in writing and signed by the Parties. In the event any portion of this Consent Order shall be declared illegal or unenforceable as a matter of law, the remainder of the Consent Order shall remain in full force and effect.

11. This Consent Order is intended by the Parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understanding, discussions, negotiations, and commitments (written or oral). This Consent Order may not be altered, amended, modified,

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<sup>1</sup> Currently, the next Board meeting is scheduled for December 2, 2022, at 9:30 a.m.

supplemented, or otherwise changed, except by a writing executed by an authorized representative of each of the Parties.

12. The undersigned Respondent agrees that presentation of this Consent Order to the OREAB without the undersigned Respondent being present shall not constitute an improper *ex parte* communication between the OREAB and its counsel.

13. The Parties represent and warrant to one another that each Party has authority to enter into this binding Consent Order. The OREAB represents and warrants that the undersigned have full authority to execute this Consent Order on behalf of the OREAB and bind the OREAB to the terms set forth herein.

14. The Parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Consent Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

15. The Parties acknowledge that they understand the provisions of this Consent Order.

**CONSENT ORDER TO BE ACCEPTED OR REJECTED BY THE BOARD**

The Oklahoma Real Estate Appraiser Board will not submit this Consent Order for the Board's consideration until its agreement and execution by the Respondent. It is hereby agreed between the Parties that this Consent Order shall be presented to the Board, with recommendation for approval of the Board, at the next scheduled meeting of the Board. The Respondent understands that the Board is free to accept or reject this Consent Order and, if rejected by the Board, it shall be regarded as null and void. Admissions by Respondent in the rejected Consent Order will not be regarded as evidence against him at the subsequent disciplinary hearing. Respondent will be free to defend himself and no inferences will be made from his willingness to have entered into this agreement. It is agreed that neither the presentation of the Consent Order nor the Board's consideration of the Consent Order will be deemed to have unfairly or illegally prejudiced the Board or its individual members and, therefore, will not be grounds for precluding the Board or any individual Board member from further participation in proceedings related to the matters set forth in the Consent Order.

**ORDER**

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

1. Respondent shall take the following corrective education:
  - A. 632 General Appraiser Sales Comparison Approach 30 Hours
  - B. 633 General Appraiser Site Valuation & Cost Approach 30 Hours

2. Respondent agrees that he will successfully complete, pass the test, and provide proof of completion and passing of the tests to the Board's office for the courses completed, within ninety (90) days from the date the Board approves this Order. Failure to complete and pass the courses in a timely matter will result in suspension until the courses are passed and completed with proof of completion and passing of the tests to the Board's office.

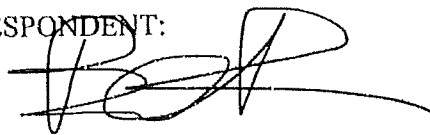
3. Respondent shall pay an administrative fine in the amount of five-hundred dollars (\$500), to be paid within thirty (30) days of notification of Respondent of the Board's Order imposing the administrative fine, pursuant to 59 O.S. §858-723.

4. Failure to comply with the preceding paragraphs in a timely manner will result in an instant suspension of Respondent's license. For good cause, an extension may be granted by the Board. An application for an extension of time should be filed at least five (5) business days in advance of the Board meeting to be placed on a Board meeting agenda in advance of the deadline to comply with this Consent Order.

**DISCLOSURE**

Pursuant to the Oklahoma Open Records Act, 51 O.S. §24-A.1 through §24-A.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:



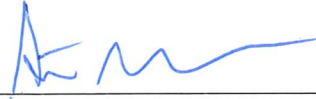
BLAKELY DAVIS

DATE

11 / 23 / 22

**CERTIFICATE OF BOARD'S 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.

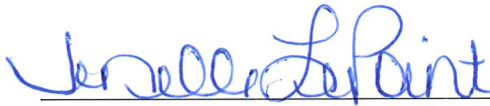


STEPHEN L. MCCALED, OBA NO. 15649  
Board Prosecutor  
400 NE 50<sup>th</sup> St.  
Oklahoma City, OK 73105



DATE

IT IS SO ORDERED on this 2<sup>nd</sup> day of December, 2022.



JENELLE LEPOINT, Board Secretary  
Oklahoma Real Estate Appraiser Board

**OKLAHOMA REAL ESTATE  
APPRAISER BOARD:**



By:



BRYAN NEAL, OBA NO. 6590  
Assistant Attorney General  
Attorney for the Board  
313 NE 21<sup>st</sup> St  
Oklahoma City, OK 73105

**CERTIFICATE OF MAILING**

I, Kelly Ann Reynolds, hereby certify that on the 5<sup>th</sup> day of December 2022, a true and correct copy of the above and foregoing Consent Order was sent via First Class US Mail, certified and return-receipt requested, with proper postage prepaid thereon, to the following:

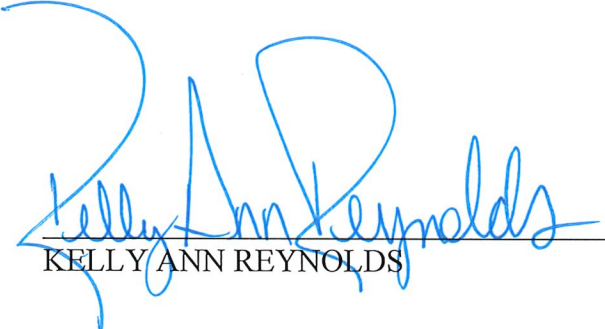
Blakely Davis  
4447 N Central Expwy, Ste 110-336  
Dallas, TX 75205

9214 8902 0982 7500 0505 15

and by First-Class US Mail to:

Bryan Neal, Assistant Attorney General  
OFFICE OF THE ATTORNEY GENERAL  
313 NE 21<sup>st</sup> St  
Oklahoma City, OK 73105

Stephen L. McCaleb  
DERRYBERRY & NAIFEH, LLP  
4800 North Lincoln Blvd  
Oklahoma City, OK 73105



KELLY ANN REYNOLDS