



6. Respondent's work file does not contain a copy of the first submitted appraisal report of the subject property, as stated in Respondent's response to the original grievance.
7. The appraisal report signed on May 23, 2022, does not state what revisions were made to original report mentioned in the Respondent's response to the original grievance.
8. Respondent cited county records as a source in the subject reports, but county records were not included in the work file.
9. The subject reports do not contain the data, information or documentation necessary to support the reports' sales grids.
10. In the description of the neighborhood of the subject, there is a lack of clarity on what constitutes a site in the subject area. By not clarifying what is a typical site in the neighborhood, there is an ambiguity as to what is in the subject's immediate area.
11. No analysis was made of the reported zoning classification, and no mention was made regarding an easement affecting the subject property.
12. Respondent failed to reference in the reports that the subject home had been moved from its original location when the home was approximately 49 years old to the current subject site.
13. The reports state that the value from the cost approach is \$300,000, but no completed cost approach analysis is found the reports. Further, no information in the work file indicated a cost approach had been researched.
14. Respondent incorrectly stated that the heat and air of the subject property was fueled by gas. Multiple Listing Service (hereinafter "MLS") and the disclosure statement attachment state that the property's heating and cooling system is electric.
15. Respondent did not state in the reports that the aerobic septic system required a gallon of regular bleach every month.

16. Respondent did not state in the reports that the downstairs air conditioning system required freon to be added each summer.

17. There are multiple issues regarding the comparables sales and properties in the submitted appraisal reports, including:

- A. The site sizes of the comparable sales are considerably smaller than the 5-acre tract of the subject property.
- B. Despite the subject property being two levels, all comparables were single-level homes. Additionally, Respondent did not provide any explanation as to why only single-level homes were used as comparables.
- C. Respondent failed to provide an adequate explanation to the adjustments made to the comparable sales for the differences site sizes. The reports state that pair sales were utilized to determine the adjustments, but the work file does not contain adequate supporting information.
- D. Respondent also made adjustments for the comparables regarding date of sale, quality, finished basement, and heating/cooling, but failed to provide an adequate explanation for the adjustments.
- E. Comparable 1 did not state or discuss all prior transfers in the previous three years. Respondent failed to identify a prior transfer on May 19, 2021.
- F. Comparable 4 did not state or discuss all prior transfers in the previous three years. Respondent failed to identify a prior transfer on June 1, 2020.
- G. Comparable Sale 1 in Respondent's reports incorrectly states there were \$0 in seller concessions.

- H. All comparable sales are within the Oklahoma City School District, whereas the subject is located in the Choctaw School District. This fact was not mentioned in the report.
- I. Comparable Sale 1 incorrectly states that the home had a fireplace. MLS states that the home does not have a fireplace.
- J. Comparable Sale 1 incorrectly states that the home has floor/window heat/air. MLS states the home has central heat and air.
- K. Respondent stated the incorrect sales price for comparable sale 1. Respondent reported that the property sold for \$394,000 which is the listing price, not the actual sales price.

**AGREED FINDINGS OF FACT FOR COMPLAINT # 25-036**

- 18. Respondent, Douglas E. Collins, is a certified residential appraiser in the State of Oklahoma, holding certificate number 13457CRA.
- 19. The Respondent was hired to complete an appraisal (the “appraisal”) for a property located at 10525 Williams Rd, Wellston, OK 74881.
- 20. Respondent created appraisal reports for the Subject Property with an effective date of June 6, 2023, and signature dates of June 13, 2023, July 11, 2023, July 14, 2023, and August 12, 2025
- 21. The Respondent committed a series of errors in the reports which led to misleading reports.
- 22. The Respondent failed to include sufficient data, information, and documentation necessary to support the Respondent’s opinions and conclusions and to show compliance with USPAP, or references to the location of such other data, information and documentation.

23. Respondent's appraisal reports did not accurately reflect the condition and/or quality of the construction of the subject property in the reports. Respondent reported the property as Q2 quality when Q5 would be considered more accurate.
24. Respondent failed to use appropriate comparable sales in the reports. The comparable sales in the reports do not share similarities with the subject property in design and/or appeal. The subject property has a barndominium design while the comparable sales have traditional home designs. The subject property did not have a finished or fully functioning kitchen, while the comparable sales had both finished and fully functioning kitchens.
25. Respondent did not provide an adequate explanation why the specific comparables were used in the reports.
26. Respondent failed to state in the reports that the subject property was not finished. The subject property lacked windows and did not have a sink with running water in the kitchen. Additionally, there was not a stove or stove hookup in the subject property.
27. Respondent failed to address the subject property's functional obsolescence in the reports.
28. The Respondent's work was insufficient to develop credible assignment results.
29. The Respondent did not correctly complete the research and analyses necessary to produce a credible appraisal.

#### **CONCLUSIONS OF LAW**

30. The Board has jurisdiction over this matter and Respondent, pursuant to the Oklahoma Certified Real Estate Appraisers Act, 59 O.S. § 858-723.
31. Any Finding of Fact, which is properly a Conclusion of Law, is incorporated herein by reference and vice versa.
32. The Respondent has violated 59 O.S. § 858-723(C)(6) regarding the development and communication of the real estate appraisals.

33. The Respondent has violated 59 O.S. § 858-723(C)(7) for failure to exercise reasonable diligence in developing the appraisals.
34. The Respondent has violated 59 O.S. § 858-723(C)(8) for negligence and incompetence in developing appraisals and preparing the appraisal reports.
35. The Respondent has violated 59 O.S. § 858-723(C)(13) for a failure to exercise reasonable diligence in developing the appraisals.
36. The Respondent has violated 59 O.S. § 858-726 for a failure to comply with the Uniform Standards of Professional Appraisal Practice. More Specifically:
  - A. The Records Keeping Rule of the Uniform Standards of Professional Appraisals Practice;
  - B. The Scope of Work Rule of the Uniform Standards of Professional Appraisals Practice;
  - C. The Competency Rule of Uniform Standards of Professional Appraisals Practice;
  - D. The Ethics Rule of Uniform Standards of Professional Appraisals Practice; and
  - E. Standard Rules 1, 1-1, 1-2, 1-3, 1-4, 1-5, 2, 2-1, and 2-2 of the Uniform Standards of Professional Appraisals Practice. These include subsections of the referenced rules.

### **CONSENT AGREEMENT**

The Respondent, by affixing his signature hereto, acknowledges:

37. The Respondent has been advised to seek advice of counsel prior to signing this document.
38. The 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.
39. The Respondent stipulates the facts set forth above and specifically waives his rights to contest these findings in any subsequent proceeding before the Board and his rights to appeal this matter to District Court.

40. The Respondent acknowledges that the entry of this Order could affect his professional practice of real estate appraising in Oklahoma.

41. 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.

42. Respondent acknowledges that this Agreement will be placed on the Board's Agenda for its next monthly meeting, after receipt of the executed Order from the Respondent, and notice for the Order's placement on that Agenda is accepted.

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

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

45. 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 hereto. In the event any portion of this Consent Order shall be declared invalid or unenforceable as a matter of law, the remainder of the Consent Order shall remain in full force and effect.

46. 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 all prior or contemporaneous agreements, understandings, discussions, negotiations and commitments, written or oral. This Consent Order may not be altered, amended, modified, supplemented, or otherwise changed, except by a writing executed by an authored representative of each of the parties.

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

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

49. The parties acknowledge they understand the provisions of this Consent Order.

### ORDER

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

50. The Respondent will successfully complete and provide proof of the completion to the Board's office of the following corrective education courses within six (6) months from the date the Consent Order is finalized. The courses to be taken are:

- A. Course #612 – Residential Site Value and Cost Approach (Tested) – 15 Hour Qualifying Education Course
- B. Course #611 – Residential Market Analysis & HBU (Tested) – 15 Hour Qualifying Education Course
- C. *Appraiser Self Protection: Document & Record Keeping* (offered by the Appraisal Foundation)
- D. *Ethics, Competency, and Negligence* (offered by the Appraisal Foundation)

51. An administrative fine in the amount of One Thousand Dollars (\$1,000.00) is to be paid by the Respondent in accordance with 59 O.S. § 858-723(B)(2). This fine shall be paid within thirty (30) days of the Consent Order being signed by the Board.

52. Failure to comply with the preceding paragraphs in a timely manner will result in an instant suspension of the 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 so it can be placed on the meeting agenda in advance of the deadline to comply with this Consent Order.

**DISCLOSURE**

Pursuant to the Oklahoma Open Records Act, Title 51 Oklahoma Statutes, Sections 245-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.

APPROVED:

Douglas E. Collins

RESPONDENT:

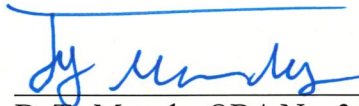
Douglas E. Collins

3-4-2026

DATE:

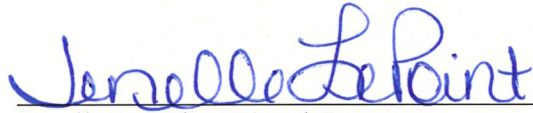
**CERTIFICATION OF BOARD PROSECUTING ATTORNEY**

I believe this Consent Order to be in the best interest of the Oklahoma Real Estate Appraiser Board and the State of Oklahoma regarding the violations outlined in the foregoing Consent Order.



\_\_\_\_\_  
D. Ty Mowdy, OBA No. 34733  
Assistant Attorney General  
Oklahoma Office of the Attorney General  
313 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105  
Email: ty.mowdy@oag.ok.gov  
*Counsel for the Oklahoma Real Estate  
Appraiser Board*

IT IS SO ORDERED on this 6<sup>th</sup> day of March, 2026



\_\_\_\_\_  
Jenelle LePoint, Board Secretary  
Oklahoma Real Estate Appraiser Board



\_\_\_\_\_  
Bryan Neal, OBA No. 6590  
Assistant Attorney General  
Oklahoma Office of the Attorney General  
313 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105

**CERTIFICATE OF MAILING**

I, Kelly Ann Reynolds, hereby certify that on the 6th day of March 2026, a true and correct copy of the above and foregoing Consent Order was placed in the U.S. Mail, with postage pre-paid by Certified Mail to:

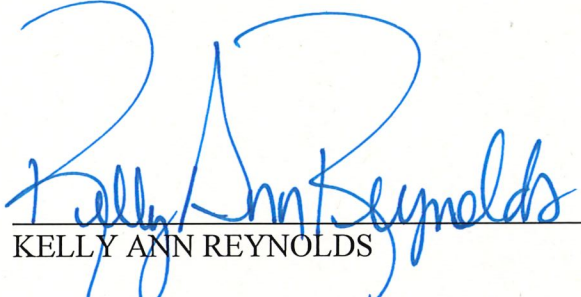
**Douglas E. Collins**  
117 N. Sam Blvd  
Stigler, OK 74462

**9214 8902 0982 7500 0767 20**

by First Class Mail to:

**Bryan Neal, Assistant Attorney General**  
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313 NE 21<sup>st</sup> St  
Oklahoma City, OK 73105

**D. Ty Mowdy, Esq.**  
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KELLY ANN REYNOLDS