

nature and accusations involved and Respondent was afforded an opportunity to respond to the accusations alleged by the Complainants in both cases. Respondent's responses to both complaints were received.

7. The Enforcement Division concluded that the Respondent's appraisal reports violated the Act, the Rules of the Board, and USPAP by the following acts or omissions:

The Meadow Oaks property

- a) USPAP Ethics Rule. The appraiser violated the record keeping provisions of the Ethics rule by not keeping supporting data in his work file, including a copy of the contract;
- b) USPAP Standards 1-2(e)(i) & 2-2(b)(iii) – Respondent failed to identify and report the site description adequately because he failed to give the zoning classification;
- c) USPAP Standards 1-2(e)(i) & 2-2(b)(iii) – Respondent's improvements description is not identified and reported adequately;
- d) USPAP Standards 1-3(b) & 2-2(b)(x) – Respondent failed to provide a brief summary of his rationale for his determination of the Meadow Oaks property's highest and best use;
- e) USPAP Standards 1-4(b)(i) & 2-2(b)(ix) – Respondent did not use an appropriate method or technique to develop an opinion of the Meadow Oaks property's site value;
- f) USPAP Standards 1-4(b)(ii) & 2-2(b)(ix) – Respondent's cost new of improvements for the Meadow Oaks property was not reasonable or supported;
- g) USPAP Standards 1-1(a) & 1-4(b) – Respondent failed to use recognized methods and techniques in his Cost Approach which resulted in a misleading appraisal report;
- h) USPAP Standards 1-4(a) & 2-2(b)(ix) – Respondent incorrectly collected, verified, analyzed and reconciled comparable sales data such that a misleading report was produced;
- i) USPAP Standards 1-1(a) & 1-4(a) – Respondent failed to use recognized methods and techniques in his Sales Comparison Approach which resulted in a misleading appraisal report;
- j) USPAP Standards 1-5(a) & 2-2(b)(ix). The current listing of the Meadow Oaks property was not analyzed or reported;
- k) USPAP Standards 1-5(b) & 2-2(b)(ix) – Respondent failed to analyze a prior sale of the Meadow Oaks property that occurred six days prior to the effective date of his report even though he was aware of the sale and the sale was for several hundred thousand dollars less than the market value determination reached in the report;

- l) USPAP Standard 1-1(a) – Respondent was aware of recognized methods and techniques, but did not correctly employ them to produce a credible appraisal of the Meadow Oaks property;
- m) USPAP Standard 1-1(b) – Respondent committed substantial errors of both omission and commission that affected the Meadow Oaks property appraisal;
- n) USPAP Standard 1-1(c) – At a minimum, there is evidence of gross negligence in the manner the Meadow Oaks property appraisal assignment was conducted;
- o) USPAP Standard 2-1(a) – The Meadow Oaks property appraisal report is set forth in a manner that is misleading to the report's user(s); and,
- p) USPAP Standard 2-1(b) – The data contained in the Meadow Oaks property appraisal report is not sufficient for the user(s) to properly understand the report.

The Avenue D Property

- a) USPAP, Ethics Rule – The appraiser violated the record keeping provisions of the Ethics rule by not keeping supporting data in his work file, including a copy of the contract;
- b) USPAP Competency Rule – Respondent violated the Competency Rule because he appraised the Avenue D property which was zoned commercial. Respondent is only qualified to conduct residential appraisals under the scope of practice of his residential certification;
- c) USPAP Scope of Work Rule – Had the Respondent properly identified the Scope of Work for the Avenue D property appraisal assignment he would not have conducted the assignment because it is not work which he is qualified to perform;
- d) USPAP Standards 1-3(b) & 2-2(b)(ix) – Respondent failed to provide a brief summary of his rationale for his determination of the Avenue D property's highest and best use;
- e) USPAP Standards 1-2(e)(i) & 2-2(b)(iii) – Respondent failed to identify and report the site description for the Avenue D property adequately because he failed to give the zoning classification;
- f) USPAP Standards 1-2(e)(i) & 2-2(b)(iii) – Respondent's improvements description for the Avenue D property is not identified and reported adequately.
- g) USPAP Standards 1-4(b)(i) & 2-2(b)(viii) – Respondent failed to use an appropriate method or technique to develop an opinion of the Avenue D Property's site value;

- h) USPAP Standards 1-4(b)(ii) & 2-2(b)(viii) – Respondent's cost new of improvements for the Avenue D property was not reasonable or supported;
- i) USPAP Standards 1-4(b)(iii) & 2-2(b)(viii) – Respondent failed to collect, verify, analyze and reconcile accrued depreciations;
- j) USPAP Standards 1-4(a) & 2-2(b)(viii) – Respondent incorrectly collected, verified, analyzed and reconciled comparable sales data such that a misleading report was produced;
- k) USPAP Standards 1-1(a) & 1-4(a) – Respondent failed to use recognized methods and techniques in his Sales Comparison Approach which resulted in a misleading appraisal report;
- l) USPAP Standards 1-1(a) & 1-4(b). Respondent failed to use recognized methods and techniques in his Cost Approach which resulted in a misleading appraisal report;
- m) USPAP Standards 1-5(a) & 2-2(b)(ix). Respondent failed to analyze the agreement of sale for the Avenue D property;
- n) USPAP Standard 1-1(a) – Respondent was aware of recognized methods and techniques, but did not correctly employ them to produce a credible appraisal report for the Avenue D property;
- o) USPAP Standard 1-1(b) – Respondent committed substantial errors of both omission and commission that affected his appraisal of the Avenue D property;
- p) USPAP Standard 1-1(c) – At a minimum, there is evidence of gross negligence in the manner the Avenue D property appraisal assignment was conducted;
- q) USPAP Standard 2-1(a) – The Avenue D property appraisal report is set forth in a manner that is misleading to the user(s);
- r) USPAP Standard 2-1(b) – The data contained in the Avenue D property report is not sufficient for the user(s) to properly understand the report.

8. The Enforcement Division concluded that the Respondent violated 22 TEX. ADMIN. CODE §153.20(a)(9) by making material misrepresentations or omissions of material facts as noted above for both the Meadow Oaks property and the Avenue D property appraisal reports. This includes things such as failing to analyze the contract of sale, failing to analyze prior sales or listings of the properties being appraised, and failing to disclose and analyze pertinent comparable sales and cost approach data that was necessary for the completion of credible appraisal reports.

9. The Enforcement Division concluded that the Respondent violated 22 TEX. ADMIN. CODE §§155.1(a) and 153.20(a)(3) and TEX. OCC. CODE 1103.405 by failing to conform to USPAP in effect at the time of the Meadow Oaks and Avenue D property appraisal reports.

10. The Enforcement Division concluded that the Respondent violated 22 TEX. ADMIN. CODE §§ 153.8(b) and 153.37(c) by conducting an appraisal assignment on the Avenue D property, which was a commercial property, and therefore outside his cope of practice.

CONCLUSIONS OF LAW

1. The Texas Appraiser Licensing and Certification Board has jurisdiction over this matter pursuant to the Texas Appraiser Licensing and Certification Act, TEX. OCC. CODE §§ 1103.451-1103.5535.

2. Respondent violated numerous provisions of USPAP as prohibited by 22 TEX. ADMIN. CODE §§155.1(a) and 153.20(a)(3) and TEX. OCC. CODE 1103.405.

3. Respondent violated §153.20(a)(9) of the Rules of the Board by making material misrepresentations or omissions of material facts for both the Meadow Oaks property and the Avenue D property appraisals.

4. Respondent violated 22 TEX. ADMIN. CODE §§ 153.8(b) and 153.37(c) by conducting an appraisal assignment on the Avenue D property, which was a commercial property, and therefore outside his cope of practice.

Based on the above findings of fact and conclusions of law, the Board **ORDERS** that the Respondent's, Sikiru Tony Ayinde, certification be revoked.

Respondent, by signing this Agreed Final Order and agreeing to the revocation of his certification, neither admits nor denies that the findings of fact and conclusions of law herein set forth are correct; however, Respondent consents to the entry of this Agreed Order to avoid the expense of litigation and to reach an expeditious resolution of this matter. Respondent also agrees to satisfactorily comply with the mandates of this Agreed Final Order in a timely manner.

Respondent, by signing this Agreed Final Order, waives the Respondent's right to a formal hearing and any right to seek judicial review of this Agreed Final Order. Information about this Agreed Final Order is subject to public information requests and notice of this Agreed Final Order will be published in the Board's newsletter and/or on the Board's web site.

THE DATE OF THIS AGREED FINAL ORDER shall be the date it is executed by the Chairperson of the Texas Appraiser Licensing and Certification Board. The Chairperson has been delegated the authority to sign this Agreed Final Order by the Texas Appraiser Licensing and Certification Board vote.

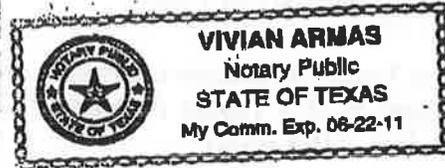
Signed this _____ day of _____, 2007.

[Signature]
SIKIRU TONY AYINDE

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned, on this the 24 day of September, 2007, by SIKIRU TONY AYINDE, to certify which, witness my hand and official seal.

[Signature]
Notary Public Signature

Vivian Armas
Notary Public's Printed Name



[Signature]
Signed by the Commissioner this 5th day of October, 2007.

Timothy K. Irvine, ~~Interim~~ Commissioner
Texas Appraiser Licensing and Certification Board

Approved by the Board and Signed this 5 day of Oct, 2007.

[Signature]
Larry Kokel, Chairperson
Texas Appraiser Licensing and Certification Board