

**BEFORE THE IOWA REAL ESTATE COMMISSION  
1918 SE HULSIZER  
ANKENY, IOWA**

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<b>IN RE:</b>	)	
	)	
	)	<b>CASE NUMBER: 01-051</b>
<b>STEVE L. BOUGHER</b>	)	
<b>Salesperson (S32344)</b>	)	<b>STATEMENT OF</b>
	)	<b>CHARGES</b>
<b>GODWIN REALTY INC.</b>	)	
<b>6900 UNIVERSITY AVE.</b>	)	
<b>DES MOINES, IA 50311</b>	)	
	)	

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The Iowa Real Estate Commission has jurisdiction of this matter pursuant to Iowa Code chapters 17A, 543B, and 272C (2001).

Licenses issued by the Commission are subject to the laws of the state of Iowa and to the administrative rules of the Commission.

STEVE L. BOUGHER is, and was at all material times during the following events, a licensed salesperson with Godwin Realty, Inc. a license real estate firm, license number F03146000, in Des Moines, Iowa. His license, number S32344, is in full force and effect through December 31, 2002.

COUNT I

The Respondent is charged with engaging in a practice harmful or detrimental to the public by misrepresenting the status of a pending sale, in violation of Iowa Code sections 543B.29(3) (practice harmful or detrimental to the public) and 543B.56(1)(b) (2001), and Iowa Administrative Code Chapter 193E section 4.54(19).

### CIRCUMSTANCES OF THE COMPLAINT


1. On or about April 17, 2001, Nancy Mc Gee, as dual agent, prepared an offer to James Hymbaugh, builder/ seller, for \$225,000 for the property located at 360 Crescent, Norwalk, Iowa, and signed by Scott and Gerae Smith, buyers. The offer was subject to the seller purchasing the Smith's home located at 721 Kitterman Circle, Norwalk, Iowa for \$ 130,000 and a closing and possession date of April 27, 2001. The seller did not sign the offer.
2. On or April 17, 2001, an addendum to the offer was prepared that provided for the buyer and seller to enter into a contract to purchase the property for \$203,000 with a balloon payment due January 4, 2002.
3. Hymbaugh is alleged to have verbally agreed to sell the Crescent Lane property on contract, but contingent upon his bank approval and to take the Kitterman Circle property on trade contingent upon subsequent sell to the Wolford Group. Mc Gee contacted the Wolford Group to negotiate a buyout of the Kitterman property from Hymbaugh. Mc Gee encounters health problems and the Respondent took over handling the transaction.
4. Hymbaugh's bank declined to allow the sale to the Smith's on contract.
5. The Smiths requested a written status report on the pending transaction. On or about April 20, 2001, the Respondent, knowing the offer had not been signed by the seller and knowing the number and nature of the contingencies to be met, prepared a report on the status of the transaction and faxed it to the Smiths. The report stated "Builder Jim Hymbaugh has agreed to purchase 721 Kitterman Circle, Norwalk for \$130,000 to close no later than 4/27/01, and allow Scott and Gerae Smith to move into 360 Crescent Lane, Norwalk for a contract to be signed for \$1,350.56 per month with a balloon payment of \$203,000 due January 4, 2002. Possession date for Smiths on 4/27/01. Possession date for Hymbaugh 5/11/01."

6. The Respondent's status report did not advise the Smiths that the offer had not been signed by the seller or that contingencies had to be met relating to the seller's bank approval for the contract sale and the subsequent purchase of the traded property by the Wolford group. The Smiths relied upon the Respondent's representations that the transaction would close April 27, 2001 and made purchases of appliances and other items.

FINDING OF PROBABLE CAUSE

On September 20, 2001 the Iowa Real Estate Commission found probable cause to file this Statement of Charges and to order that a hearing be set in this case.

Dated this 17<sup>th</sup> day of MAY, 2001.

  
Roger L. Hansen, Executive Secretary  
Iowa Real Estate Commission

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1918 SE HULSIZER  
ANKENY, IOWA

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IN RE:	)	
	)	
STEVE L. BOUGHER	)	CASE NUMBER: 01-051
Salesperson (S32344)	)	
	)	STIPULATION
GODWIN REALTY INC.	)	AND
6900 UNIVERSITY AVE.	)	ORDER
DES MOINES, IA 50311	)	
	)	

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On this 23<sup>rd</sup> day of August, 2002, the Iowa Real Estate Commission and STEVE L. BOUGHER, each hereby agree with the other and stipulate as follows:

1. The allegations specified in the Statement of Charges in this case shall be resolved without proceeding to hearing as the parties have agreed to the following Stipulation and Consent Order.

2. The Respondent has a right to a hearing on the charges, but waives the right to hearing and all attendant rights, including the right to appeal, by freely and voluntarily agreeing to this Order. Once entered, this Order shall have the force and effect of a disciplinary order entered following a contested case hearing.

3. The Respondent was issued a real estate salesperson license on October 23, 1991, which is in full force and effect through December 31, 2002.

4. The Iowa Real Estate Commission has jurisdiction over the parties and subject matter jurisdiction over each allegation in the Statement of Charges.

5. A Statement of Charges will be filed against Respondent together with this voluntary Stipulation and Consent Order.

6. This Stipulation and Consent Order is entered into in order to resolve a disputed claim and constitutes no admission on the part of Respondent, and any newspaper publication by the Commission shall so state.

7. If this Stipulation and Consent Order is approved by the Commission it will be filed, along with the Statement of Charges, and upon filing both documents will become public records.

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8. This Stipulation and Consent Order shall be made a part of the record of the Respondent and may be considered by the Commission in determining the nature and severity of any disciplinary action to be imposed on the Respondent for any future violations of the laws and rules governing the practice of real estate.

9. Failure to comply with the terms of this Stipulation and Consent Order shall be prima facie evidence of a violation of Iowa Code sections 543B.29(3), 543B.34(2) and 272C.3(2)(a) (2001).

10. This Stipulation and Consent Order shall be presented to the Commission in closed session by the prosecuting attorney and/or Commission staff. Respondent waives any right of notice of this meeting or any right which the Respondent might have to participate in the discussion of this Stipulation and Consent Order among the Commission, the Commission staff and the prosecuting attorney.

11. This Stipulation and Consent Order is not binding on the Iowa Real Estate Commission until it has been formally approved by a majority of the Commission members. In the event that this Stipulation and Consent Order is rejected by the Commission it shall be of no force or effect to either party.

THEREFORE IT IS ORDERED that the Respondent is **Reprimanded**.

IT IS FURTHER ORDERED AND AGREED that at all future times Respondent shall fully and promptly comply with all pertinent Orders of the Commission and the statutes and Commission rules regulating the practice of real estate.

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**FOR THE RESPONDENT:**

This Stipulation and Consent Order is voluntarily entered into by STEVE L. BOUGHER on this 23 day of AUGUST, 2002.



STEVE L. BOUGHER, Respondent

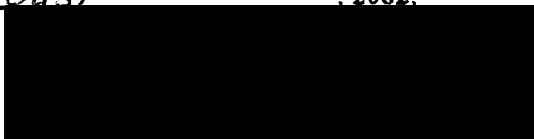
State of Iowa  
County of Polk

Signed and sworn to before me on this 23 day of August, 2002, by

Donald W. Godwin Jr  
Notary Public, State of Iowa  
Printed Name: Donald W. Godwin Jr  
My Commission Expires: 7-17-03

**FOR THE COMMISSION:**

This Stipulation and Consent Order is accepted by the Iowa Real Estate Commission on this 29<sup>th</sup> day of AUGUST, 2002.



James E. Hughes  
James E. Hughes, Chair  
Iowa Real Estate Commission