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**SUBSTITUTE HOUSE BILL 1495**

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**State of Washington****52nd Legislature****1991 Regular Session**

**By** House Committee on Commerce & Labor (originally sponsored by Representatives Heavey and Hargrove; by request of Department of Licensing).

Read first time March 5, 1991.

1       AN ACT Relating to the protection of consumers in the sale of  
2 lands; amending RCW 58.19.010, 58.19.020, 58.19.030, 58.19.120,  
3 58.19.180, 58.19.190, 58.19.270, 58.19.300, and 58.19.940; adding new  
4 sections to chapter 58.19 RCW; and repealing RCW 58.19.040, 58.19.050,  
5 58.19.060, 58.19.070, 58.19.080, 58.19.090, 58.19.100, 58.19.110,  
6 58.19.150, 58.19.160, 58.19.170, 58.19.200, 58.19.210, 58.19.220,  
7 58.19.230, 58.19.240, 58.19.250, 58.19.260, 58.19.290, 58.19.900,  
8 58.19.910, and 58.19.930.

9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

10       **Sec. 1.** RCW 58.19.010 and 1973 1st ex.s. c 12 s 1 are each amended  
11 to read as follows:

12       The legislature finds and declares that the sale and offering for  
13 sale of land or of interests in associations which provide for the use  
14 or occupancy of land touches and affects a great number of the citizens  
15 of this state and that full and complete disclosure to prospective

1 purchasers of pertinent information concerning land developments,  
2 including any encumbrances or liens ((which might attach)) attached to  
3 the land and the physical characteristics of the development ((as well  
4 as the surrounding land,)) is essential. The legislature further finds  
5 and declares that ((a program of state registration and of publication  
6 and)) delivery to prospective purchasers of a complete and accurate  
7 public offering statement is necessary in order to adequately protect  
8 both the economic and physical welfare of the citizens of this state.  
9 It is the purpose of this chapter to provide for ((a)) the reasonable  
10 ((program of state registration and)) regulation of the sale and  
11 offering for sale of any interest in significant land developments  
12 within or without the state of Washington, so that the prospective  
13 purchasers of such interests might be provided with full, complete, and  
14 accurate information of all pertinent circumstances affecting their  
15 purchase.

16       **Sec. 2.** RCW 58.19.020 and 1979 c 158 s 208 are each amended to  
17 read as follows:

18       When used in this chapter, unless the context otherwise requires:

19       (1) "Affiliate of a developer" means any person who controls, is  
20 controlled by, or is under common control with a developer.

21       (a) A person controls a developer if the person: (i) Is a general  
22 partner, officer, director, or employer of the developer; (ii) directly  
23 or indirectly or acting in concert with one or more other persons, or  
24 through one or more subsidiaries, owns, controls, holds with power to  
25 vote, or holds proxies representing, more than twenty percent of the  
26 voting interest in the developer; (iii) controls in any manner the  
27 election of a majority of the directors of the developer; or (iv) has  
28 contributed more than twenty percent of the capital of the developer.

1       (b) A person is controlled by a developer if the developer: (i) Is  
2       a general partner, officer, director, or employer of the person; (ii)  
3       directly or indirectly or acting in concert with one of more other  
4       persons, or through one or more subsidiaries, owns, controls, holds  
5       with the power to vote, or holds proxies representing, more than twenty  
6       percent of the voting interest in the person; (iii) controls in any  
7       manner the election of a majority of the directors of the person; or  
8       (iv) has contributed more than twenty percent of the capital of the  
9       person. Control does not exist if the powers described in this  
10      subsection are held solely as security for an obligation and are not  
11      exercised.

12       (2) "Blanket encumbrance" shall mean a trust deed, mortgage,  
13      mechanic's lien, or any other lien or encumbrance, securing or  
14      evidencing the payment of money and affecting the land to be developed  
15      or affecting more than one lot or parcel of developed land, or an  
16      agreement affecting more than one such lot or parcel by which the  
17      developer holds said development under option, contract, sale, or trust  
18      agreement. The term shall not include taxes and assessments levied by  
19      a public authority.

20       ((+2) "Director" means the director of licensing or his authorized  
21      designee.))

22       (3) "Common promotional plan" means an offering of related  
23      developed lands in a common promotional plan of disposition. Elements  
24      relevant to whether the related developed lands are being offered as  
25      part of a common promotional plan include but are not limited to:  
26      Whether purchasers of interests in the offered land will share in the  
27      use of common amenities, or other rights or privileges; whether the  
28      offered lands are known, designated, or advertised as a common unit or  
29      by a common name; whether a common broker or sales personnel, common  
30      sales office or facilities, or common promotional methods are utilized;

1 and whether cross-referrals of prospective purchasers between sales  
2 operations is utilized.

3 (4) "Developer" means any owner of a development who offers it for  
4 disposition, or the principal agent of an inactive owner.

5 ((+4)) (5) "Development" or "developed lands" means land which is  
6 divided or is proposed to be divided for the purpose of disposition  
7 into ((ten)) twenty-six or more lots, parcels, or units (excluding  
8 interests in camping ((clubs)) resorts regulated under chapter 19.105  
9 RCW and interests in condominiums regulated under chapter 64.34 RCW)  
10 ((and)) or any other land whether contiguous or not, if ((ten)) twenty-  
11 six or more lots, parcels, units, or interests are offered as a part of  
12 a common promotional plan of advertising and sale.

13 ((+5)) (6) "Disposition" includes any sale, lease, assignment, or  
14 exchange of any interest in any real property which is a part of or  
15 included within a development, and also includes the offering of  
16 property as a prize or gift when a monetary charge or consideration for  
17 whatever purpose is required in conjunction therewith, and any other  
18 transaction concerning a development if undertaken for gain or profit.

19 ((+6) "Offer" includes every inducement, solicitation, or media  
20 advertisement which has as a principal aim to encourage a person to  
21 acquire an interest in land.))

22 (7) (( "Hazard" means all existing or proposed unusual conditions  
23 relating to the location of the development, noise, safety, or other  
24 nuisance which affect or might affect the development)) "Foreclosure"  
25 means a forfeiture or judicial or nonjudicial foreclosure of a  
26 mortgage, deed of trust, or real estate contract, or a deed in lieu  
27 thereof.

28 (8) "Improvements" include all existing, advertised, and  
29 governmentally required facilities such as streets, water, electricity,

1   natural gas, telephone lines, drainage control systems, and sewage  
2   disposal systems.

3       (9) "Offer" includes every inducement, solicitation, or media  
4   advertisement which has as a principal aim to encourage a person to  
5   acquire an interest in land.

6       (10) "Owners association" means any profit or nonprofit  
7   corporation, unincorporated association, or other organization or legal  
8   entity, a membership or other interest in which is appurtenant to or  
9   based upon owing an interest in a development.

10      (11) "Person" means an individual, corporation, government or  
11   governmental subdivision or agency, business trust, estate, trust,  
12   partnership, unincorporated association, two or more of any of the  
13   foregoing having a joint or common interest, or any other legal or  
14   commercial entity.

15      ((9))) (12) "Physical hazard" means a physical condition which  
16   poses, or may very likely pose, a material risk of either: Material  
17   damage to the development and improvements thereon; or material  
18   endangerment to the safety and health of persons using the development  
19   and improvements thereon.

20      (13) "Purchaser" means a person who acquires or attempts to acquire  
21   or succeeds to any interest in land.

22      ((10))) (14) "Related developed lands" means two or more  
23   developments which are owned by the same developer or an affiliate or  
24   affiliates of that developer and which are physically located within  
25   the same five-mile radius area.

26      (15) "Residential buildings" shall mean premises that are actually  
27   intended or used ((as permanent residences of)) primarily for  
28   residential or recreational purposes by the purchasers ((and that are  
29   not devoted exclusively to any other purpose)).

1       **Sec. 3.**   RCW 58.19.030 and 1979 c 158 s 209 are each amended to  
2   read as follows:

3       ~~((+1) Unless the method of disposition is adopted for the purpose~~  
4   ~~of evasion of this chapter,))~~ The provisions of this chapter shall not  
5   apply to ((land and offers or dispositions)):

6       ~~((+a) By))~~ (1) An offer or disposition of any interest in a  
7   development to a purchaser of developed lands for his or her own  
8   account in a single or isolated transaction, except that this exemption  
9   shall not apply to offers or dispositions by a developer who at any  
10   time owns twenty-six or more lots, parcels, or interests in the  
11   development and who at the time of the offer or disposition still owns  
12   more than nine lots, parcels, or interests in the development;

13       ~~((+b) If fewer than ten separate lots, parcels, units, or interests~~  
14   in developed lands are offered by a person in a period of twelve  
15   months;

16       ~~((+c))~~ (2) A development if each lot offered in the development is  
17   one one-hundred-twenty-eighth of a section of land or larger, or five  
18   acres or ((more)) larger if the land is not capable of description as  
19   a fraction of a section of land. For purposes of computing the size of  
20   a lot under this subsection that borders on a street or road the lot  
21   size shall be expanded to include that area which would be bounded by  
22   the center line of the road or street and the side lot lines of the lot  
23   running perpendicular to such center line;

24       ~~((+d))~~ (3) Any lot, parcel, unit, or interest on which there is a  
25   residential, commercial, or industrial building, or as to which there  
26   is a legal obligation on the part of the seller to construct such a  
27   building within two years from date of disposition;

28       ~~((+e) To))~~ (4) Any person who acquires ((such)) lots, parcels,  
29   units, or interests ((therein)) in a development for the purpose of  
30   engaging in the business of constructing residential, commercial, or

1 industrial buildings or for the purpose of resale or lease or other  
2 disposition of such lots to persons engaged in such business or  
3 businesses;

4 ~~((f)) Any lot, parcel, unit or interest if the development is~~  
5 ~~located within an area incorporated prior to January 1, 1974;~~

6 ~~((g))) (5) A development or part of a development if it became an~~  
7 ~~incorporated city or a part of an incorporated city prior to January 1,~~  
8 1974;

9 (6) Offers or dispositions pursuant to court order; ((or  
10 ~~((h))) (7) Offers or dispositions as cemetery lots or~~  
11 ~~interests((.));~~

12 ~~((2) Unless the method of disposition is adopted for the purpose~~  
13 ~~of evasion of this chapter, the provisions of this chapter shall not~~  
14 ~~apply to:~~

15 ~~((a))) (8) Offers or dispositions of evidence of indebtedness~~  
16 ~~secured by a mortgage or deed of trust of real estate;~~

17 ~~((b))) (9) Offers or dispositions of securities or units of~~  
18 ~~interest issued by a real estate investment trust regulated under any~~  
19 ~~state or federal statute;~~

20 ~~((c)) A development as to which the director has waived the~~  
21 ~~provisions of this chapter as provided in RCW 58.19.040;~~

22 ~~((d))) (10) Offers or dispositions of securities currently~~  
23 ~~registered with the ((business and professions administration in the))~~  
24 ~~department of licensing;~~

25 ~~((e))) (11) Offers or dispositions of any interest in oil, gas, or~~  
26 ~~other minerals or any royalty interest therein if the offers or~~  
27 ~~dispositions of such interests are regulated as securities by the~~  
28 ~~United States or by ((the business and professions administration in))~~  
29 ~~the department of licensing;~~

1       (12) Offers or dispositions of any interest in a condominium  
2 created under chapter 64.32 or 64.34 RCW;  
3       (13) Offers or dispositions by a government or governmental agency;  
4       (14) Offers or dispositions by foreclosure, except that this  
5 exemption shall not apply to offers or dispositions occurring after  
6 foreclosure by a person who acquired title to an interest to a  
7 development as a result of foreclosure;  
8       (15) Offers that may be cancelled at any time and for any reason by  
9 the purchaser without penalty; or  
10      (16) Any property located within a county or city that has adopted  
11 a comprehensive land use plan and development regulation under chapter  
12 36.70A RCW.

13       NEW SECTION. **Sec. 4.** A new section is added to chapter 58.19 RCW  
14 to read as follows:

15       (1) A developer shall prepare a public offering statement  
16 conforming to the requirements of RCW 58.19.070 unless the development  
17 or the transaction is exempt under RCW 58.19.030.

18       (2) Any agent, attorney, or other person assisting the developer in  
19 preparing the public offering statement may rely upon information  
20 provided by the developer without independent investigation. The  
21 agent, attorney, or other person shall not be liable for any material  
22 misrepresentation in or omissions of material facts from the public  
23 offering statement unless the person had actual knowledge of the  
24 misrepresentation or omission at the time the public offering statement  
25 was prepared. The developer shall be liable for any misrepresentation  
26 contained in the public offering statement or for any omission of  
27 material fact therefrom if the developer had actual knowledge of the  
28 misrepresentation or omission or, in the exercise of reasonable care,  
29 should have known of the misrepresentation or omission.

1       (3) Unless the development or the transaction is exempt under RCW  
2 58.19.030, a developer shall provide a purchaser of a lot, parcel,  
3 unit, or interest with a copy of the public offering statement and all  
4 material amendments thereto before conveyance of that lot, parcel,  
5 unit, or interest. Unless a purchaser is given the public offering  
6 statement more than two days before execution of a contract for the  
7 purchase of a lot, parcel, unit, or interest, the purchaser, before  
8 conveyance, shall have the right to cancel the contract within two days  
9 after first receiving the public offering statement and, if necessary  
10 to have two days to review the public offering statement and cancel the  
11 contract, to extend the closing date for conveyance to a date not more  
12 than two days after first receiving the public offering statement. The  
13 purchaser shall have no right to cancel the contract upon receipt of an  
14 amendment unless the purchaser would have that right under generally  
15 applicable legal principles. The two-day period shall not include  
16 Saturdays, Sundays, or legal holidays.

17     (4) If a purchaser elects to cancel a contract pursuant to  
18 subsection (3) of this section, the purchaser may do so by hand-  
19 delivering notice thereof to the developer or by mailing notice thereof  
20 by prepaid United States mail to the developer for service of process.  
21 If cancellation is by mailing notice, the date of the postmark on the  
22 mail shall be the official date of cancellation. Cancellation is  
23 without penalty, and all payments made by the purchaser before  
24 cancellation shall be refunded within thirty days from the date of  
25 cancellation.

26     (5) If a person required to deliver a public offering statement  
27 pursuant to subsection (1) of this section fails to provide a purchaser  
28 to whom a lot, parcel, unit, or interest is conveyed with that public  
29 offering statement and all material amendments thereto as required by  
30 subsection (3) of this section, the purchaser is entitled to receive

1 from that person an amount equal to the actual damages suffered by the  
2 purchaser as a result of the public offering statement not being  
3 delivered. There shall be no liability for failure to deliver any  
4 amendment unless such failure would have entitled the purchaser under  
5 generally applicable legal principles to cancel the contract for the  
6 purchase of the lot, parcel, unit, or interest had the undisclosed  
7 information been evident to the purchaser before the closing of the  
8 purchase.

9       (6) A purchaser may not rely on any representation or express  
10 warranty unless it is contained in the public offering statement or  
11 made in writing signed by the developer or developer's agent identified  
12 in the public offering statement.

13       NEW SECTION. **Sec. 5.** A new section is added to chapter 58.19 RCW  
14 to read as follows:

15       (1) A public offering statement shall contain the following  
16 information:

17           (a) The name, and the address or approximate location, of the  
18 development;

19           (b) The name and address of the developer;

20           (c) The name and address of the management company, if any, for the  
21 development;

22           (d) The relationship of the management company to the developer, if  
23 any;

24           (e) The nature of the interest being offered for sale;

25           (f) A brief description of the permitted uses and use restrictions  
26 pertaining to the development and the purchaser's interest therein;

27           (g) The number of existing lots, parcels, units, or interests in  
28 the development and either the maximum number that may be added to the

1 development or the fact that such maximum number has not yet been  
2 determined;

3 (h) A list of the principal common amenities in the development  
4 which materially affect the value of the development and those that  
5 will or may be added to the development;

6 (i) The identification of any real property not in the development,  
7 the owner of which has access to any of the development, and a  
8 description of the terms of such access;

9 (j) The identification of any real property not in the development  
10 to which owners in the development have access and a description of the  
11 terms of such access;

12 (k) The status of construction of improvements in the development,  
13 including either the estimated dates of completion if not completed or  
14 the fact that such estimated completion dates have not yet been  
15 determined; and the estimated costs, if any, to be paid by the  
16 purchaser;

17 (l) The estimated current owners' association expense, if any, for  
18 which a purchaser would be liable;

19 (m) An estimate of any payment with respect to any owners'  
20 association expense for which the purchaser would be liable at closing;

21 (n) The estimated current amount and purpose of any fees not  
22 included in any owners' association assessments and charged by the  
23 developer or any owners' association for the use of any of the  
24 development or improvements thereto;

25 (o) Any assessments which have been agreed to or are known to the  
26 developer and which, if not paid, may constitute a lien against any  
27 portion of the development in favor of any governmental agency;

28 (p) The identification of any parts of the development which any  
29 purchaser will have the responsibility for maintaining;

1       (q) A brief description of any blanket encumbrance which is subject  
2 to the provisions of RCW 58.19.180;

3       (r) A list of any physical hazards known to the developer which  
4 particularly affect the development or the immediate vicinity in which  
5 the development is located and which are not readily ascertainable by  
6 the purchaser;

7       (s) A brief description of any construction warranties to be  
8 provided to the purchaser;

9       (t) Any building code violation citations received by the developer  
10 in connection with the development which have not been corrected;

11       (u) A statement of any unsatisfied judgments or pending suits  
12 against any owners' association involved in the development and a  
13 statement of the status of any pending suits material to the  
14 development of which the developer has actual knowledge;

15       (v) A notice which describes a purchaser's right to cancel the  
16 purchase agreement or extend the closing under section 4(3) of this  
17 act, including applicable time frames and procedures;

18       (w) A list of the documents which the prospective purchaser is  
19 entitled to receive from the developer before the rescission period  
20 commences;

21       (x) A notice which states:

22       "A purchaser may not rely on any representation or express warranty  
23 unless it is contained in the public offering statement or made in  
24 writing signed by the developer or by any person identified in the  
25 public offering statement as the declarant's agent";

26       (y) A notice which states:

1       "This public offering statement is only a summary of some of the  
2 significant aspects of purchasing an interest in this development and  
3 any documents which may govern or affect the development may be  
4 complex, may contain other important information, and create binding  
5 legal obligations. You should consider seeking assistance of legal  
6 counsel"; and

7       (z) Any other information and cross-references which the developer  
8 believes will be helpful in describing the development to the  
9 recipients of the public offering statement, all of which may be  
10 included or not included at the option of the developer.

11       (2) The public offering statement shall include copies of each of  
12 the following documents: Any declaration of covenants, conditions,  
13 restrictions, and reservations affecting the development; any survey,  
14 plat, or subdivision map; the articles of incorporation of any owners'  
15 association; the bylaws of any owners' association; the rules and  
16 regulations, if any, of any owners' association; current or proposed  
17 budget for any owners' association; and the balance sheet of any  
18 owners' association current within ninety days if assessments have been  
19 collected for ninety days or more.

20       If any of the foregoing documents listed in this subsection are not  
21 available because they have not yet been executed, adopted, or  
22 recorded, drafts of such documents shall be provided with the public  
23 offering statement, and, before closing the sale of an interest in the  
24 development, the purchaser shall be given copies of any material  
25 changes between the draft of the proposed documents and the final  
26 documents.

27       (3) The disclosures required by subsection (1)(v), (x), and (y) of  
28 this section shall be located at the top of the first page of the

1 public offering statement and be typed or printed in ten-point bold  
2 face type size.

3       **Sec. 6.** RCW 58.19.120 and 1973 1st ex.s. c 12 s 12 are each  
4 amended to read as follows:

5       The developer shall immediately ((~~report to the director~~)) amend  
6 the public offering statement to include any material changes ((~~in the~~  
7 ~~information contained in his application for registration~~) affecting  
8 the development). No change in the substance of the promotional plan or  
9 plan of disposition or completion of the development may be made  
10 ((~~after registration without notifying the director and~~)) without first  
11 making an appropriate amendment of the public offering statement. A  
12 public offering statement is not current unless it incorporates all  
13 amendments.

14       **Sec. 7.** RCW 58.19.180 and 1973 1st ex.s. c 12 s 18 are each  
15 amended to read as follows:

16       It shall be unlawful for the developer to make a sale of lots or  
17 parcels within a development which is subject to a blanket encumbrance  
18 which does not contain, within its terms or by supplementary agreement,  
19 a provision which shall unconditionally provide that the purchaser of  
20 a lot or parcel encumbered thereby can obtain the legal title, or other  
21 interest contracted for, free and clear of the lien of such blanket  
22 encumbrance upon compliance with the terms and conditions of the  
23 purchase agreement, unless the developer shall elect and comply with  
24 one of the following alternative conditions:

25       (1) The developer shall deposit earnest moneys and all subsequent  
26 payments on the obligation in ((~~an~~)) a neutral escrow depository  
27 ((~~acceptable to the director: In cases where the blanket encumbrance~~  
28 ~~does not provide for partial release, all or such portions of the money~~

1 paid or advanced by the purchaser on any such lot or parcel within said  
2 development as the director shall determine to be sufficient to protect  
3 the interest of the purchaser; or in cases where the blanket  
4 encumbrance provides for partial releases thereof which are not  
5 unconditional, the developer shall deposit, at such time as the balance  
6 due to the developer from such purchasers is equal to the sum necessary  
7 to procure a release of such lots or parcels contracted for from the  
8 lien of such blanket encumbrance, all of the sums thereafter received  
9 from such purchasers until either)), or real estate trust account  
10 regulated under RCW 18.85.310, until such time as all payments on the  
11 obligation have been made and clear title is delivered, or any of the  
12 following occurs:

13 (a) A proper release is obtained from such blanket encumbrance;  
14 (b) Either the developer or the purchaser defaults under the sales  
15 contract and there is a forfeiture of the interest of the purchaser or  
16 there is a determination as to the disposition of such moneys, as the  
17 case may be; or  
18 (c) The developer orders a return of such moneys to such purchaser.

19 (2) The title to the development is held in trust under an  
20 agreement of trust ((acceptable to the director)) until the proper  
21 release of such blanket encumbrance is obtained.

22 ((A bond to the state of Washington or such other proof of  
23 financial responsibility is furnished to the director for the benefit  
24 and protection of purchasers of such lots or parcels in such an amount  
25 and subject to such terms, as may be approved by the director, which  
26 shall provide for the return of moneys paid or advanced by any  
27 purchaser on account of a sale of any such lot or parcel if a proper  
28 release from such blanket encumbrance is not obtained: PROVIDED, That  
29 if it should be determined that such purchaser, by reason of default,  
30 or otherwise, is not entitled to the return of such moneys or any

1 portion thereof, such bond or other proof of financial responsibility  
2 shall be exonerated to the extent and in the amount thereof. The  
3 amount of the bond or other proof of financial responsibility may be  
4 increased or decreased or a bond may be waived from time to time as the  
5 director shall determine)) The purchaser shall receive title insurance  
6 from a licensed title insurance company against such blanket  
7 encumbrance.

8       **Sec. 8.**   RCW 58.19.190 and 1973 1st ex.s. c 12 s 19 are each  
9 amended to read as follows:

10      No person shall publish in this state any advertisement concerning  
11 a development subject to the ((registration)) requirements of this  
12 chapter ((after the director finds that the advertisement)) which  
13 contains any statements that are materially false, misleading, or  
14 deceptive ((and so notifies the person in writing. Such notification  
15 may be given summarily without notice or hearing. At any time after  
16 the issuance of a notification under this section the person desiring  
17 to use the advertisement may in writing request the order be rescinded.  
18 Upon receipt of such a written request, the matter shall be set down  
19 for hearing to commence within fourteen days after such receipt unless  
20 the person making the request consents to a later date. After such  
21 hearing, which shall be conducted in accordance with the provisions of  
22 the Administrative Procedure Act, chapter 34.04 RCW, the director shall  
23 determine whether to affirm and to continue or to rescind such order  
24 and shall have all powers granted under such act)).

25       NEW SECTION.   **Sec. 9.** A new section is added to chapter 58.19 RCW  
26 to read as follows:

27       If a developer, or any other person subject to this chapter, fails  
28 to comply with any provision of this chapter, any person or class of

1 persons adversely affected by the failure to comply may seek  
2 appropriate relief through an action for damages or an injunctive court  
3 order. The court, in an appropriate case, may award attorneys' fees.

4       **Sec. 10.** RCW 58.19.270 and 1973 1st ex.s. c 12 s 27 are each  
5 amended to read as follows:

6       ((1) The commission by any person of an act or practice prohibited  
7 ~~by this chapter is hereby declared to be an unfair act or practice or~~  
8 ~~unfair method of competition in the conduct of trade or commerce for~~  
9 ~~the purpose of the application of the Consumer Protection Act, chapter~~  
10 ~~19.86 RCW, as now or hereafter amended.~~

11       (2) ~~The director may refer such)) Evidence ((as may be available to~~  
12 ~~him)) concerning violations of this chapter ((or of any rule or~~  
13 ~~regulation adopted hereunder)) may be referred to the attorney general~~  
14 ~~or the prosecuting attorney of the county wherein the alleged violation~~  
15 ~~arose, who may, in their discretion, with or without such a reference,~~  
16 ~~in addition to any other action they might commence, bring an action in~~  
17 ~~the name of the state against any person to restrain and prevent the~~  
18 ~~doing of any act or practice prohibited by this chapter(: PROVIDED,~~  
19 ~~That this chapter shall be considered in conjunction with chapters 9.04~~  
20 ~~and 19.86 RCW, as now or hereafter amended, and the powers and duties~~  
21 ~~of the attorney general and the prosecuting attorney as they may appear~~  
22 ~~in the aforementioned chapters, shall apply against all persons subject~~  
23 ~~to this chapter)).~~

24       **Sec. 11.** RCW 58.19.300 and 1973 1st ex.s. c 12 s 30 are each  
25 amended to read as follows:

26       If, ((after)) before disposition of all or any portion of a  
27 development which is covered by this chapter, a condition constituting  
28 a physical hazard is discovered on or around the immediate vicinity of

1 the development, the developer or government agency discovering such  
2 condition shall notify the ((director immediately. After receiving  
3 such notice, the director shall forthwith take all steps necessary to  
4 notify the owners)) purchasers of the affected lands either by  
5 transmitting notice through the appropriate county assessor's office or  
6 such other steps as might reasonably give actual notice to the  
7 ((owners)) purchasers.

8       **Sec. 12.** RCW 58.19.940 and 1973 1st ex.s. c 12 s 35 are each  
9 amended to read as follows:

10      This chapter may be cited as the Land Development Act ((of 1973)).

11      ~~NEW SECTION.~~   **Sec. 13.** The following acts or parts of acts are  
12 each repealed:

- 13           (1) RCW 58.19.040 and 1973 1st ex.s. c 12 s 4;
- 14           (2) RCW 58.19.050 and 1973 1st ex.s. c 12 s 5;
- 15           (3) RCW 58.19.060 and 1973 1st ex.s. c 12 s 6;
- 16           (4) RCW 58.19.070 and 1973 1st ex.s. c 12 s 7;
- 17           (5) RCW 58.19.080 and 1973 1st ex.s. c 12 s 8;
- 18           (6) RCW 58.19.090 and 1973 1st ex.s. c 12 s 9;
- 19           (7) RCW 58.19.100 and 1973 1st ex.s. c 12 s 10;
- 20           (8) RCW 58.19.110 and 1973 1st ex.s. c 12 s 11;
- 21           (9) RCW 58.19.150 and 1973 1st ex.s. c 12 s 15;
- 22           (10) RCW 58.19.160 and 1973 1st ex.s. c 12 s 16;
- 23           (11) RCW 58.19.170 and 1973 1st ex.s. c 12 s 17;
- 24           (12) RCW 58.19.200 and 1973 1st ex.s. c 12 s 20;
- 25           (13) RCW 58.19.210 and 1973 1st ex.s. c 12 s 21;
- 26           (14) RCW 58.19.220 and 1973 1st ex.s. c 12 s 22;
- 27           (15) RCW 58.19.230 and 1973 1st ex.s. c 12 s 23;
- 28           (16) RCW 58.19.240 and 1973 1st ex.s. c 12 s 24;

- 1       (17) RCW 58.19.250 and 1973 1st ex.s. c 12 s 25;  
2       (18) RCW 58.19.260 and 1973 1st ex.s. c 12 s 26;  
3       (19) RCW 58.19.290 and 1973 1st ex.s. c 12 s 29;  
4       (20) RCW 58.19.900 and 1973 1st ex.s. c 12 s 31;  
5       (21) RCW 58.19.910 and 1973 1st ex.s. c 12 s 32; and  
6       (22) RCW 58.19.930 and 1973 1st ex.s. c 12 s 34.

7       NEW SECTION.   **Sec. 14.**       If any provision of this act or its  
8 application to any person or circumstances is held invalid, the  
9 remainder of the act or the application of the provision to other  
10 persons or circumstances is not affected.