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THE AMERICAN TRAIL GUIDE

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Journal of Health Politics

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment"), is made and deemed effective as of this 11TH day of SEPTEMBER, 1994, by The Forecast Group, L.P. (the "Plaintiff").

RECITALS

A. WHEREAS, on July 25, 1994, Declarant did execute a document entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "CC&Rs") against that certain real property described as Lots 1 through 45, inclusive as shown on that certain map entitled "Plat of Bass Lake Village Unit 1" (the "Property"), which map was recorded on July 21, 1994 in Book H of Maps, Page 86, with the County Recorder's Office for the County of El Dorado (the "Record Map"); and

B. WHEREAS, Declarant did cause the CC&Rs to be recorded with the Official Records of the County Recorder's Office for the County of El Dorado on August 1, 1994 in Book 4316, Pages 406 through 413, inclusive, as Document No. 044955; and

C. WHEREAS, Section 3.05 of the CC&Rs allows for their amendment so long as at least fifty-one percent (51.0%) of the then record owners of lots within the Property are in favor of the proposed amendment; and

D. WHEREAS, as of the date of this Amendment, Declarant is the record owner of ONE HUNDRED percent (100.0 %) of the lots located within the Property; and

E. WHEREAS, certain provisions which are set out in Sections 1.01 (Use of Lots) and 1.05 (Building Location) inadvertently fail to accommodate some of the design characteristics of some homes Declarant plans to build with the development identified on the Record Map; and

F. WHEREAS, Declarant deems it to be in the best interest of the overall development identified on the Record Map to amend the CC&Rs to allow for the construction of all house types Declarant deems best suited to the community.

NOW THEREFORE, in keeping with the powers and rights vested in Declarant under the CC&Rs, Declarant does hereby:

1. Amend Section 1.01 (Use of Lots) of the CC&Rs by adding the words "or detached", to the 5th line of said Section 1.01 immediately after the word "attached", and immediately prior to the word "private".
2. Amend Section 1.05 (Building Location) of the CC&Rs by deleting, in its entirety, all of the last line of Section 1.05, and replacing it with the following: "...any interior lot line nearer than 15 feet to the rear lot line."
3. State that only the aforesaid changes shall be made to the CC&Rs. All other provisions of the CC&Rs shall remain in full force and effect without modification or change of any kind, and shall be fully effective as if Declarant had restated each and all of them, in total, in this Amendment.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be signed as of the day and year first set forth above.

THE FORECAST GROUP, L.P., a
California limited partnership

By: Forecast Homes, Inc., a
California corporation

Its: General Partner

By: Larry J. Young
Larry J. Young

Its: Vice President & No. California
Division President

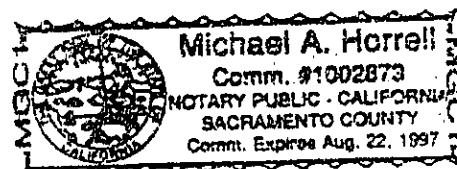
STATE OF CALIFORNIA
COUNTY OF Sacramento

On September 27, 1994 before me, Michael A. Horrell,
personally appeared Larry Young

personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signatures(s) on the instrument the person(s) or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



END DOCUMENT

BOOK 4352 PAGE 074

051402

OFFICIAL RECORDS
EL DORADO COUNTY CALIF.
RECORD REQUESTED BY:

First American Title Co.

94 SEP -2 PM 12:54

LONITA "JEAN" BELL
COUNTY RECORDER-CLERK

108

(2)

WHEN RECORDED MAIL TO:

The Forecast Group, L.P.
1796 Tribute Road, Suite 100
Sacramento, CA 95315
Attn: Richard J. Balestreri

112657-200

AMENDMENT
TO
CONVENTIONS, CONDITIONS AND RESTRICTIONS
OF
BASS LAKE VILLAGE

WHEREAS, Declarant is the owner of certain property hereinafter referred to as "BASS LAKE VILLAGE UNIT 1", in the County of El Dorado, State of California, described as follows:

Lots 1 through 45 inclusive, as shown on the Official plat of Bass Lake Village Unit 1, filed in the Office of the Recorder of El Dorado County on July 21, 1994, in Book H of Maps, Page No. 86.

WHEREAS, Declarant caused to be recorded certain Conventions, Conditions and Restrictions for said "Bass Lake Village" subdivision. Said Conventions, Conditions and Restrictions recorded on August 1, 1994, Book 4316, Page 406 Official Records of El Dorado County, California.

WHEREAS, Declarant does now amend Section 1.05 of the Conventions, Conditions and Restrictions to replace the 12 feet rear set-back line with a 15 feet rear set-back line.

All other terms and conditions of the Conventions, Conditions and Restrictions shall remain in full force and effect.

THE FORECAST GROUP, L.P. A CALIFORNIA LIMITED PARTNERSHIP
BY: FORECAST HOMES, INC., A CALIFORNIA CORPORATION, GENERAL PARTNER

By:

Larry Young

LARRY YOUNG
PRESIDENT

Date:

8-31-94

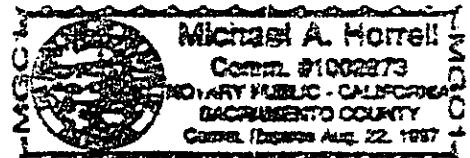
STATE OF CALIFORNIA
COUNTY OF Sacramento

On August 31, 1994 before me, Michael A. Horrell,
personally appeared Larry Young

personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signatures(s) on the instrument the person(s) or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Michael Horrell



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado, County Recorder
William E. Schultz Co Recorder Office

NAME Wayne A. Lowery, General Manager
MAILING ADDRESS El Dorado Hills Community Services District
1021 Harvard Way
CITY, STATE ZIP CODE El Dorado Hills, CA 95762

DOC - 98-0024368-00
Tuesday, MAY 05, 1998 10:56:34
Ttl Pd \$0.00 Nbr-0000028096
CLC/C2/1-3

RECEIVED

1998

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Supplemental Declaration Appointing Successor
Architectural Control Committee
Bass Lake Village a.k.a. The Hills of El Dorado

The Forecast Group, L.P., a California Limited Partnership, the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions dated July 25, 1994, and recorded in the Official records of El Dorado County, California, on August 1, 1994, as Instrument No. 044955 hereby acts pursuant to Section 1.07 of said declaration to delegate to the El Dorado Hills Community Services District the authority currently held by Declarant to appoint members of the Architectural Control Committee described in said Section 1.07.

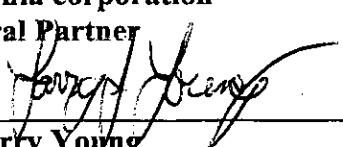
By executing this Supplemental Declaration, Larry Young and Richard Balestreri hereby provide evidence of their resignation as members of the Architectural Control Committee. At the same time, by the execution of the Supplemental Declaration the El Dorado Hills Community Services District hereby provides evidence that pursuant to Section 1.07, it has acted to appoint and has actually appointed, the members of its Design Review Committee as the Committee with the power and authority to exercise all duties and responsibilities of the Architectural Control Committee under the Declaration.

The real property that is subject to the declaration is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

Dated: April 20, 1998

THE FORECAST GROUP, L.P.
a California Limited Partnership

By: Forecast Homes, Inc.
A California corporation
Its General Partner

By: 
Larry Young

By: 
Richard Balestreri

EL DORADO HILLS
COMMUNITY SERVICES DISTRICT

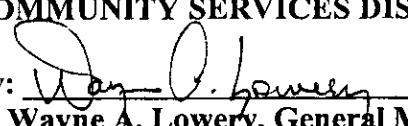
By: 
Wayne A. Lowery, General Manager

Exhibit A
of Supplemental Declaration Appointing Successor
Architectural Control Committee
Bass Lake Village a.k.a. The Hills of El Dorado

Legal Description of lots included within the subdivision that are encumbered by the CC&Rs.

Lots 1 thru 45 inclusive as shown on that certain map entitled "Plat of Bass Lake Village Unit 1", filed in the office of the County Recorder of El Dorado County, California, on July 21, 1994, in book H of maps, at page 86.

Lots 1 thru 46 inclusive as shown on that certain map entitled "Plat of Bass Lake Village Unit 2", filed in the office of the County Recorder of El Dorado County, California, on July 21, 1994, in book H of maps, at page 87.

Lots 1 thru 51 inclusive as shown on that certain map entitled "Plat of Bass Lake Village Unit 3", filed in the office of the County Recorder of El Dorado County, California, on October 2, 1996, in book H of maps, at page 120.

Lots 1 thru 68 inclusive as shown on that certain map entitled "Plat of Bass Lake Village Unit 4", filed in the office of the County Recorder of El Dorado County, California, on June 23, 1995, in book H of maps, at page 95.

Lots 1 thru 68 inclusive as shown on that certain map entitled "Plat of Bass Lake Village Unit 5", filed in the office of the County Recorder of El Dorado County, California, on December 19, 1995, in book H of maps, at page 108.

End of Exhibit A

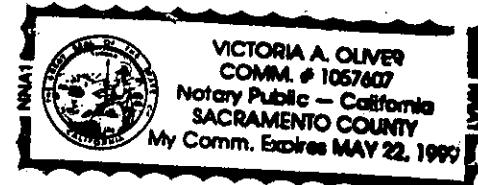
024368

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On April 28, 1998 before me, Victoria A. Oliver, Notary Public, personally appeared Larry J. Young and Richard J. Balestreri, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Victoria A. Oliver



Bass Lake #1

The Hills
of El Dorado

044955 Unit 1

OFFICIAL RECORD
EL DORADO COUNTY CALIF.
RECORD REQUESTED BY:

Fox American Title Co.

94 AUG -1 AM 8:14

LONITA "JEAN" BELL
COUNTY RECORDER-CLERK

(8)

2800
DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION of Covenants, Conditions and Restrictions
"(Declaration)", is made this July 25, 1994 by: The Forecast Group,
L.P., "(Declarant)".

RECITALS

A. The Declarant is the owner of certain real property, the "Properties", located in the County of El Dorado, State of California, described as:

Lots 1 thru 45 inclusive as shown on that certain map entitled "Plat of Bass Lake Village Unit 1", filed in the office of the County Recorder of El Dorado County, California, on July 21, 1994, in book H of maps, at page 86.

B. Declarant has deemed it desirable to impose a general plan for improvement and development of the properties, and for the adoption and establishment of covenants, conditions, and restrictions on the properties and each and every lot and portion thereof governing the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties.

C. Declarant will convey title to all of the lots in the property subject to this Declaration as set forth below.

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of the Properties shall be held, sold and conveyed subject to these covenants, conditions, and restrictions which are hereby declared to be for the benefit of the entire tract and all for the Properties and lots therein and owners thereof, and their successors and assigns. These covenants, conditions, and restrictions shall run with the Properties and shall be binding on all parties having any part thereof and are imposed upon the Properties and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement.

BUILDING RESTRICTIONS

1.01 Use of Lots. No lot shall be used for anything other than residential purposes. No building shall be erected, altered, placed or permitted to remain on a lot other than one detached single-family dwelling not to exceed two stories in height with an attached private garage, capable of housing not more than three, standard sized automobiles.

*Amended
9-29-94
- added
"or detached garage*

1.02 Certain Structures. No trailer, tent, shack, garage, barn or other outbuilding shall be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

1.03 New Construction and Material. All buildings erected on any Lot or Parcel shall be of new construction. However, this subparagraph shall neither prevent the use of used brick or any other materials that may be attractive and preservative of property values. When the construction of building is begun on a lot or parcel, work shall be pursued diligently and continuously to completion, subject to weather, strikes, acts of God, and other matters beyond the control of the Owner.

1.04 Dwelling Size. No Single Family residence herein shall be constructed having a total finished floor space, exclusive of storage porches and overhangs, less than 950 square feet for a one story building or split level building and 1,300 square feet for a two story building.

1.05 Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat for the Properties. No building shall be located nearer than 5 feet to an interior lot line on the non-garage side of the house and 5' on the garage side of the house, unless previously approved by the Architectural Control Committee shown otherwise on the recorded plat for the Properties. No building shall be located on any interior lot line nearer than 12 feet to the rear lot line. *Amended
9-2-94
to 15 feet*

1.06 Lot Size. No dwelling shall be erected or placed on any lot having a width of less than 45 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 4,500 square feet.

1.07 Architectural Control Committee. The Architectural Control Committee shall, until otherwise altered or amended, be composed of: LARRY YOUNG and RICH BALESTRELLI. The address of the Committee is 1795 Tribune Road, Suite 110, Lakewood, CO 80401.

No building, fence, wall or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plan showing the location of structures on the lot have been submitted to and approved in writing by the Architectural Control Committee. Upon failure by the Committee or its representatives to approve or disapprove such plans and specifications within thirty (30) days after the same have been properly presented, approval thereof will be deemed to have been given; provided the proposed construction complies with all of the provisions of this Declaration. If any member of the Committee resigns or is unable to act, the remaining member(s) shall appoint a successor. Pending such appointment the remaining member(s) shall discharge the functions of the Committee. At any time, the Committee may, by recorded statement to that effect, relinquish the right herein reserved to appoint and maintain the Committee, and at such time the then record owners of fifty-one percent (51%) or more of the lots which make up the Properties may elect and appoint a Committee to assume and exercise all of the powers and functions of the Committee specified herein. No member of any Architectural Committee, however created, shall receive any compensation or make any charge for service as such.

1.08 Variety of Materials. Variation in structures and buildings shall be achieved by incorporating a variety of exterior materials including, but not limited to, stucco, wood siding, and brick. The use of a variety of materials is intended to ensure attractive and interesting buildings and structures and be preservative of property values. In addition, no owner of any lot within the Properties shall use, or allow the use of, any roofing material other than lightweight concrete tile of a color and design which has previously been approved by the Architectural Control Committee.

1.09 Landscaping Requirement. Every owner of a lot or parcel within the property shall be responsible for installing, within ninety (90) days of occupancy, and maintaining in good and attractive condition, landscaping on those portions of the Lot or Parcel which are visible from any street within the properties.

1.10 Right of Inspection. During reasonable hours and after reasonable notice, the declarant or its nominee shall have the right to enter upon and inspect the Property or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

USE RESTRICTIONS

2.01 Utilities, Antennas, Heating or Air Conditioning Equipment. All electric, gas, television, radio and telephone line installation to buildings or structures placed upon any lot shall

be underground and no electric, power, telephone poles shall be installed on any portion of any lot.

No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on the ground surface of any of the lots, or upon any of the houses or buildings constructed on such lots unless the same shall have first been approved by the Architectural Control Committee or be contained within a house or building. Furthermore, no owner of any lot within the Properties shall place, or allow to be placed, upon any lot any satellite transmission or reception device which would be visible to a person six (6) feet tall standing on the same place as the satellite device at a distance of one hundred (100) feet or less from the nearest boundary of the lot being viewed.

No heating, cooling or air conditioning equipment, including fans or similar devices, shall be placed or permitted to remain upon the roofs of any house or building constructed on a Lot.

The Architectural Control Committee must approve the installation of solar panels, and any exceptions to the rules set forth in this Declaration.

2.02 Owner's Maintenance Obligations. Except as may be provided in any supplemental declarations, each Owner shall be responsible for maintenance and repair of any structure which may be constructed or installed upon his lot or parcel, and of his yard areas. Such maintenance and repair shall be of high quality. Without limiting the generality of the foregoing, and except as may be provided in supplemental declarations referred to above, each Owner's repair and maintenance obligations shall extend to and include painting, repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, exterior doors, and to maintenance of all yard areas.

2.03 Garages and Vehicles. All driveways and garages shall be maintained in a neat and orderly condition. No automobiles, trucks, campers, trailers, boats, or recreational vehicles of any type shall be kept or parked outside of a garage on any lot, for any period exceeding forty-eight (48) continuous hours. The time period of any intermittent parking shall be deemed to be continuous and shall cumulate towards the 48 hour limit unless separated by at least 48 hours. The intent of this limitation is for residents of a lot or parcel to park their vehicles in their garages, maintaining a clean and neat appearance of the property while allowing guest and visitors to park temporarily therein. Notwithstanding the above limitation, a trailer, boat or recreational vehicle (but only one of them and only one per lot or parcel) may be parked on a lot or parcel, and not within a garage provided that any such vehicle is parked in an enclosed area, is

maintained in a neat and clean manner, and is not visible from the ~~public streets within the Properties or from other lots or parcels~~. No vehicle of any type (including motorcycles), shall be parked in or upon the public streets within the Properties, or on any lot or parcel, excluding the garage, for the purpose of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle. For any repairs conducted within a garage, the garage door(s) shall remain closed during any such repair work and any noise caused by such work shall not unreasonably disturb another Owner's quiet enjoyment of his lot or parcel.

2.04 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other conventional household pets may be kept on the lots; provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which either results in an annoyance, or are obnoxious or offensive to residents in the vicinity.

2.05 Offensive Activities. No noxious or offensive activity or trade shall be carried on upon any lot or parcel, nor shall anything be done or replaced thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners, in the enjoyment of their lots or parcels. Without limiting any of the foregoing, no Owner shall permit noise including but not limited to, the barking of dogs, and the excessive playing of music systems to emanate from Owner's lot or parcel, which would unreasonably disturb another Owner's quiet enjoyment of his lot or parcel.

2.06 Unsightly Items. All weeds, rubbish, debris, objects or materials of any kind shall be removed from the lots and parcels and shall not be allowed to accumulate thereon. All clotheslines or other outside clothes drying or airing facilities, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any lot unless obscured from view of adjoining streets or lots by a fence or appropriate screen. No lot shall be used as a storage or dumping ground for inoperative vehicles.

2.07 Compost. No quantities of manure, composting materials or decaying vegetation matter shall be stored in such quantities as to attract household pests or constitute an injury to the person or property of any other person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors.

2.08 Window Coverings. Only curtains, drapes, shutters or blinds may be installed as window coverings, and shall be placed in those windows no later than ninety (90) days after the Close of

Escrow by which the owner acquired title to the lot. No window shall be covered with aluminum foil or any similar material.

2.09 Trees. No existing trees shall be destroyed, uprooted, cut or removed without the prior written consent of the Architectural Control Committee.

2.10 Fences. No fences composed of chain link or woven wire shall be allowed on a lot or parcel if visible from the public streets or other lots or parcels. Any such visible fencing shall be composed of wood, masonry and/or wrought iron. Every Owner of a lot or parcel shall be responsible for installing, within ninety (90) days of occupancy, and in cooperation with any neighbor, such fencing along his property line that will enclose his rear yard and may install such fencing to enclose some of its side yards provided that no fencing exceeding three (3) feet in height shall be allowed to extend into a front yard (i.e., beyond the front of a dwelling unit).

2.11 Signs. No sign of any shape or character shall be permitted to be placed or maintained on any part of the property within the subdivision, except that a single sign no larger than Sixty (60) square inches in area (as measured on each side of such sign) shall be permitted on any one lot, if the sole purpose of the sign is to advertise that lot for sale or rent. To the extent any such sign is erected, it shall be placed no less than Six (6) feet from the closest sidewalk (or if there be no sidewalk then from the closest curb) to the residence located upon that lot. Furthermore, no sign of a commercial, political or personal nature, or any sign which purports to set out or identify the opinions of any person, entity or group of persons or entities, shall be permitted at any time, for any reason or length of time whatsoever. These restrictions shall not in any way affect the developers right to use any signage it may choose to place within the subdivision regarding the initial sale of homes within the subdivision, or any permanent signs relating to, by way of example only, such things as traffic island monuments, neighborhood identification signs, and regulatory signs to enhance with quality of life within, or protect, the neighborhood.

2.12 Oil and Mineral Extraction. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot. No tunnels, derricks, minerals excavations, or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon or in any lot above the depth of 500 feet.

2.13 Garbage Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage. Waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

MISCELLANEOUS

3.01 Enforcement. Any owner or the successor in interest of any owner, shall have the right to enforce, by proceedings at law, the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restriction, condition, covenants, or reservations and the right to recover damages for such violation. Failure by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3.02 Severability. Should any provision of this Declaration be held to be unenforceable by a court of competent jurisdiction, the remaining provisions of this Declaration shall nevertheless remain in full force and effect.

3.03 Binding Effect. This Declaration shall be binding upon Declarant and all owners and their successors, assigns and heirs.

3.04 Attorney's Fees. Should any action be brought to enforce any of the provisions of this Declaration, the prevailing party shall be entitled to a reasonable attorneys' fee in addition to such other relief as may be granted.

3.05 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument executed and acknowledged by a majority of the Owners has been recorded revoking this provision for automatic extension. This Declaration may be amended by the vote or written consent of not less than fifty-one-percent (51%) of the record Owners of Lots within the property, each Lot being entitled to exercise one (1) vote.

MORTGAGE PROTECTION

No breach of the covenants, conditions and restrictions contained in this Declaration, nor the enforcement of any provision herein, shall affect, impair, defeat, or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the title to the property acquired through foreclosure or sale of any mortgage or deed of trust, and shall be held subject to all of the provisions hereof.

DATE: 7-27-44

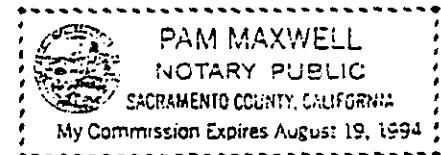
By: John J. Kelly

STATE OF *California* }
COUNTY OF *Sacramento* }ss.

On July 27, 1994 before me, Pam Maxwell
personally appeared Larry J. Young
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Pam Maxwell



(This area for official notarial seal)