DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, EASEMENTS AND LIENS
THE VILLAS AT CHESHIRE GLEN HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made the _____ day of _____,2008, by Wegman Family (Canandaigua) LLC XV hereinafter called "Declarant"

WHEREAS, Declarant is the owner of certain subdivided real property in the Town of Canandaigua, Ontario County, New York, more particularly described in Schedule "A" attached hereto and made a part hereof; said land in its entirety being hereinafter referred to as all of the premises herein described as "Properties"; and

WHEREAS, Declarant desires to subject the Properties to those certain covenants, agreements, easements, restrictions, charges, and liens as hereinafter set forth; and

WHEREAS, THE VILLAS AT CHESHIRE GLEN HOMEOWNERS ASSOCIATION, INC. is a New York Not-for-Profit Corporation formed for the purpose described in its Certificate of Incorporation;

NOW, THEREFORE, Declarant hereby declares that all of the Properties (and the common area herein described) shall be subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, burden and bind the Properties for and during the period of time specified hereafter, and be binding on all parties having any right, title or interest in the Properties or any part thereof; their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The Declarant also declares that additional lots may be added, and additional common areas may be added, not to exceed a total of 40.65 acres.

ARTICLE I
NAME AND LOCATION

The name of the corporation shall be The Villas at Cheshire Glen Homeowners Association, Inc., located at 550 Latona Road, Rochester, New York 14626.

ARTICLE II
DEFINITIONS

SECTION 1: "Association" shall mean and refer to The Villas at Cheshire Glen Homeowners Association, Inc., its successors and assigns.

SECTION 2: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall include all of the premises described as "Properties," excepting therefrom the lots, as shown on the map of the Properties filed in the Ontario County Clerk's Office.

SECTION 3: "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

SECTION 4: "Declarant" shall mean and refer to Wegman Family (Canandaigua) LLC XV, its successors and assigns if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

SECTION 5: "Properties" shall mean and refer to Schedule A, which includes all Lots and Common Areas in phase 1 of the subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Declarant may add subsequent phases of the subdivision to the Association without the consent of lot owners.

SECTION 6: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or resubdivision map of the Properties, with the exception of the Common Areas.

SECTION 7: A "Fine" shall be a sum of money not to exceed ten percent (10%) of the total annual common assessment for an individual lot. A fine may be a penalty.

ARTICLE III
PROPERTY RIGHTS

SECTION 1: Owner's Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Area, including the rights of ingress and egress to Owner's property over the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, pursuant to its By-Laws, to adopt rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) The right of the Association to suspend the right to the use of the Common Area other than the common access road, by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to grant easements in, dedicate or transfer title to the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members approving such transfer. No such dedication or transfer shall be effective unless an instrument agreeing to such a dedication or transfer has been signed by 85% of each class of members and their mortgagees has been recorded.

(d) The right of the Association to designate certain portions of the Common Area as paths, community gardens, specific recreation areas, and parking areas for the use of Owners, their invitees and guests.

(e) The right of invitees and visitors of any Owner to ingress and egress over the Common Area.

SECTION 2: Delegation of Use: Owners may delegate, in accordance with the By-Laws and Rules and Regulations, their right of enjoyment to the Common Area to family members, tenants, or contract purchasers who reside on the property.

ARTICLE IV
EASEMENTS

SECTION 1: EASEMENTS for UTILITIES. The Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Properties.

SECTION 2: OTHER EASEMENTS. There is hereby created a blanket easement, provided use of said easement does not interfere with any improvements, upon, across, over and under all of the Properties, for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, wastewater, surface water, gas, telephones, electricity, Cable TV, and a master TV antenna system.

By virtue of this easement, it is expressly permissible to erect and maintain the necessary equipment on the Properties, and to affix and maintain electrical or telephone wires and conduits, wastewater, surface water, and water lines, on, above or below any land owned by the Association and/or Owners.

An easement is hereby reserved to the officers, agents, or employees of the Association, including the employees of any management company under contract with the Association, over all of the Common Areas, to protect its interest by entrance to any Common Area, and to maintain any utilities for which an easement has been granted.

An easement is hereby reserved to Declarant to enter the Common Areas and Lots during the period of development and sale of the Properties, or any additions to the Properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the development and sale of lots, including,

without limitation, a sales office, storage area, and signs, provided that this does not unreasonably obstruct access by members of the Association.

SECTION 3: PARTY WALLS.

(a) Each wall built as part of the original construction of the homes on the Lots whether or not such wall is on the dividing line between two (2) adjacent lots, which shall serve and separate two adjoining homes shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Each Owner shall have an easement to enter upon the Lot of an adjacent Owner for the purpose of maintaining or making repairs to a party wall. This easement is to be limited to the area of the other Owner's Lot reasonably necessary to effect said repairs, and such easement must be used in a reasonable manner so as not to unnecessarily interfere with the other Owner's enjoyment of his or her Lot. The area where such work is performed is to be restored to its condition prior to entry, as near as possible.

(c) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

(d) If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner(s) thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in equal proportions, without prejudice, however , to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. Any restoration of the wall shall be of the same or similar materials as the original wall. All work shall be performed in a good and workmanlike manner.

(e) Notwithstanding any other provision of this section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by willful acts or negligence causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(f) The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 4: ENCROACHMENTS AND PROJECTIONS

If any home encroaches or projects up to two (2) feet upon any other home or Lot or upon any portion of the Association Property, or if any patio servicing a home encroaches or projects any distance over any portion of Association Property as a result of (i) the original construction; (ii) settling or shifting or (iii) replacement after fire, condemnation or casualty, there shall be an

easement for such encroachment or projection and for the maintenance of same so long as such encroaching or projecting home or improvement shall stand.

ARTICLE V
MEMBERSHIP & VOTING RIGHTS

SECTION 1: MEMBERSHIP: Every Owner of a Lot which is subjected by this Declaration to assessment by the Association shall be a member of the Association ("Member"). Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

SECTION 2: The Association shall have two CLASSES OF VOTING MEMBERSHIP

CLASS A. Class A Members shall be all Owners, with the exception of Declarant. Each Class A member shall be entitled to one vote. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B Member(s) shall be the Declarant or its successors or assigns and shall be entitled to one vote for so long as one lot is owned by Declarant. The Class B Membership shall cease and be converted to Class A Membership when title to 50% of all Lots has been transferred, or 5 years after the first Lot has been conveyed by Declarant, whichever occurs first. Class A Members shall not be entitled to vote for Members of the Board of Directors until 50% of all Lots have been transferred or 5 years after the first Lot is transferred, whichever occurs first.

ARTICLE VI
COVENANT FOR ASSESSMENTS

SECTION 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed for such Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual common assessments and special assessments. Annual common assessments are for maintenance charges including real estate tax charges for the Common Area. Special assessments shall include the cost of reconstructing those portions of the Common Areas which cannot be repaired, and for emergencies as the need therefor arises. All assessments shall be established and collected as hereinafter provided. The covenant in this Section shall not constitute a guarantee or promise of any kind by Declarant to pay any assessment, or any other obligation of any Owner, other than Declarant.

The annual common maintenance assessments and special assessments, together with late charges, interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be

a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, late charges, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title, unless expressly assumed by them.

In spite of any provision to the contrary in this Article VI, the Declarant shall be obligated to pay only the difference between the amount collected on transferred Lots (which amount will not exceed the budgeted amount per transferred Lot) and the actual cost of operation of the Association.

SECTION 2: PURPOSE OF ASSESSMENTS. Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve the Common Area owned by the Association, exclusively for the benefit of its Members, their guests, tenants and invitees, and (ii) to provide service for the individual Lots as described further in this Declaration.

SECTION 3: SPECIAL ASSESSMENTS. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, emergency repair, service or replacement of any improvement upon the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly called for this purpose.

SECTION 4: NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article VI shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members, in person or by proxy, entitled to cast two-thirds (2/3) of all the votes of the membership shall constitute a quorum.

SECTION 5: RATE OF ASSESSMENT. Annual common and special assessments, shall be fixed at a uniform rate for all Lots, and may be collected on a monthly, quarterly or annual basis.

SECTION 6: DUE DATES FOR ANNUAL COMMON & SPECIAL ASSESSMENTS. The Board of Directors shall annually fix the amount of the assessments against each Lot. Written notice of any change in the assessments shall be sent to every Owner subject thereto not less than thirty (30) days prior to the effective date of such change.

Due date(s) for payment of assessments shall be the first day of each month or as established by the Board. Payments received after the 10th of the month may, at the discretion of the Board, be subject to a late charge, which charge shall be a percentage of the assessment not to exceed the prime lending rate charged by M&T Bank at the time of the charge plus three (3) percent.

The Association shall, upon demand of a buyer or seller or their attorney, furnish a

certificate signed by an officer of the Association or the Managing Agent, setting forth whether the assessments on a specified Lot have been paid. The Association may assess a reasonable charge for the preparation of any such certificate.

SECTION 7: EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the date said assessment is due shall become a lien against the Lot, and shall bear interest as set forth in Section 6 above from its due date. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot, and interest, late charges, costs, and reasonable attorney s fees of any such action will be added to the amount of such assessment.

Each such Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charge, and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association the power of sale in connection with such lien.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

SECTION 8: SUBORDINATION OF THE LIEN TO FIRST MORTGAGES. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage of record. Sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

SECTION 9: RESERVES AND SURPLUSES. The Association's Board shall establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary or desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year.

SECTION 10: In spite of any provision to the contrary in this Article VI, the Declarant shall not be liable for the payment of common charges for unsold Lots owned by it. The Declarant shall, however, contribute to the Association that amount equal to the difference between the cost of operating the Association and the assessments collected from Owners as set forth in the projected budget.

SECTION 11: CONTRACTUAL AUTHORITY. The Association shall be entitled to contract with any corporation, firm or other entity in the performance of the various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder.

SECTION 12: BORROWING OF MONEY. The Board of Directors of the Association may borrow funds from any recognized lender in order to fulfill its functions, and in conjunction therewith, may mortgage Association property. However, no Sponsor appointed Director may vote for such borrowing and Sponsor's permission, if required, must be obtained. To secure repayment, the Association may assign rights to revenues to be received from annual assessments and special assessments.

ARTICLE VII
MAINTENANCE

Assessments levied by the Association shall be used exclusively (1) to operate, maintain, insure, repair, improve, construct, reconstruct and preserve the Common Area owned by the Association, exclusively for the benefit of its Members, their guests, tenants and invitees; and (2) to provide the following services to lots (unless such services are required solely due to Owner's negligence or violation of this Declaration, the By-laws or Rules):

maintenance, repair, improvement, and snow plowing of driveways and roadways;

maintenance and repairs of fences on lots;

garbage and trash removal;

snow shoveling of sidewalks leading to homes;

landscape and maintenance of Common Areas and lots (except landscaping installed by Owners shall be Owners' responsibility;

maintenance of Common Area drainage swales and retention areas for surface water;

maintenance of hydrants, wires, conduits and public utility lines servicing a unit (unless utility company is responsible) except that cleaning or unclogging sewer laterals serving units shall be the Owners' responsibility;

insurance on homes and Common Area;

establish reserves for driveway/road maintenance, minor exterior painting and repairs of homes and roof replacement.

repair and replacement of siding, brick, gutters, roofs, exteriors of windows, doors and garage door but not window panes, foundation walls, garage doors, tracks or openers.

ARTICLE VIII
USE OF PROPERTY

The use of the Properties shall be restricted to and in accordance with the following provisions:

A. A Lot shall be used for single family residential purposes only. For the purpose of this section Single Family Residential shall mean the immediate family and no more than two (2) unrelated adults.

B. The Common Areas shall be used for the use and enjoyment of the Owners, their guests, invitees and assigns.

C. The Board of Directors is empowered to serve written notice of any violations of these restrictions. Such written notice shall be given at least two (2) times. If an Owner fails to comply within five (5) days after receipt of the second notice, the Board of Directors is empowered to assess a fine. A separate fine may be imposed for each violation. Unpaid fines will be considered additional assessments and will become a lien upon the Lot.

D. THE FOLLOWING SHALL APPLY TO ALL LOTS AND COMMON AREAS

(1) Only one (1) single-family dwelling and garage shall be erected, altered, placed or permitted to remain on any Lot.

(2) Each Member's dwelling and Lot shall be maintained in good repair and overall appearance. If a Member fails to maintain his house or Lot in a reasonably well maintained and orderly manner, the Board of Directors may contract for exterior maintenance and any expenses incurred shall be considered additional common charges against the Lot in question.

(3) All private passenger motorized vehicles will be parked and stored in garages or on driveways and not on any other portion of the Lot. Trailers and boats shall be stored in garages. Large vehicles and trailers, other than small private passenger types, shall be parked and stored only at the direction of and with prior written approval of the Board of Directors. Motor vehicles making deliveries or providing services to the Lots are permitted as needed. No part of any Lot or Common Area shall be used continuously for tent camping or the parking of sleeper vans, campers or tent trailers. No extensive repair work on any vehicle or machine shall be permitted outdoors on a lot without the consent of the Board of Directors.

(4) The Board of Directors may designate certain portions of the Common Area for use as paths, restricted common areas, community garden areas, and specific recreation areas for the use of Owners, their invitees and guests. Invitees and guests may use common areas only as provided in the Rules.

(5) Garbage and rubbish (including lumber, metals, bulk materials and other waste) shall not be dumped or allowed to remain on any Lot or Common Area except in accordance with the rules of the Association.

(6) No radio, television or similar towers or antennae shall be erected on any Lot or attached to the exterior of any dwelling. Satellite Dishes up to 14 inches in diameter will be allowed only with prior permission of the Board of Directors, and shall not be placed on the front of the house.

7) Nothing shall be stored in the Common Areas except with the prior written consent of the Board of Directors.

(8) Motorized vehicles of any kind shall not be allowed on any pedestrian path, except for maintenance vehicles employed by the Association, and except for motorized assistance given to disabled people.

(9) Access to the Common Areas shall be by way of the Common Areas and not through private Lots.

(10) Mobile homes are not permitted on the Properties.

(11) Except for either the one (1) dog or two (2) cats or one (1) dog and one (1) cat owned by a Lot Owner, fish, or birds kept in a cage, no animals, birds or insects shall be kept or maintained on any Lot or other portion of the Property except with the consent of the Board of Directors of the Association which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds and insects and (ii) prohibit certain types of animals, birds or insects entirely. The Board of Directors of the Association shall have the right to require any Lot Owner (or any tenant of any Owner, or any family member or guest of any Owner or tenant) to dispose of any animal, bird or insect, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal, bird or insect is creating a nuisance because, e.g., the Lot Owner does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled. All dogs must be leashed when on the Property.

(12) No signs shall be displayed on any lot owned by an Owner, without the consent of the Board of Directors. Sponsor shall be allowed signage in connection with the development, sale or lease of homes.

(13) No noxious or offensive activities shall be carried out on any lot or common area, nor shall any activity be permitted which could create a nuisance to other lot Owners, including offensive noises, smells, lighting and vibration.

(14) No clotheslines or outdoor drying of clothing or bedding shall be permitted.

(15) No leases of Units for less than a six (6) month term shall be permitted. Tenants

shall be bound by all provisions of this Declaration, the By-laws and the Rules in the same manner as Owners. No leases of a part of a Unit shall be permitted.

(16) No overnight parking shall be allowed on the private road between December 1st and April 1st of each year.

ARTICLE IX
ARCHITECTURAL & LANDSCAPE CONTROL

SECTION 1: Landscape care of the Common Area and the landscaped area of each Lot (except landscaping installed by Owners) is the responsibility of and shall be controlled by the Association.

No fence, mailboxes, or walls shall be erected or maintained upon the Properties except those erected at the time of the original construction of the buildings located thereon, or of a substantially similar nature, without the written application to and approval by the Board of Directors.

SECTION 2: No alterations, additions, rebuilding, exterior modification of any kind, or re-painting of the exterior of any building shall be made unless it shall conform in architecture, is similar in material and color to the building as originally constructed, and is approved by the Board of Directors.

SECTION 3: No building, fence, wall or other structure or change in landscaping, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to, and approved in writing as to the harmony of external design and location in relation to surrounding structures by the Board of Directors of the Association. Owners must also show approval of the Town's building officer, if applicable.

If an individual Owner wishes to maintain the landscaping of that part of the Owner's Lot within ten (10) feet of the Owner's townhouse foundation that Owner must submit a written request for approval along with a proposed landscape plan to the Board of Directors.

In the event that the Board of Directors fails to approve or disapprove any such request, design or location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this Article will be deemed to have been made.

ARTICLE X
INSURANCE & CASUALTY DAMAGE

A. The Association, for the Common Areas and the homes, will obtain and maintain in force and effect a policy of liability, casualty, and other necessary insurance, in an amount, and with such coverages as are acceptable to the Association.

B. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance.

C. The Owner of any Lot shall be responsible for securing public liability, fire, and all insurance necessary to protect the interior of his home, his fixtures and personal property interests as he shall be so advised.

ARTICLE XI
ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1: Declarant, its successors or assigns, shall have the right, without the consent of the members of the Association, to subject additional Properties to this Declaration within five (5) years of the original date of this instrument, such Properties to be developed substantially as the Properties contained herein. However, neither Declarant, nor its successors or assigns, shall be bound to make such additions.

Such additions shall be made by recording in the Ontario County Clerk's Office a supplemental Declaration with respect to the additional Properties, which shall extend the scheme of the Declaration to such Properties.

SECTION 2: Additions to the Properties by the Association. Annexation of additional property by other than Declarant shall require the assent of seventy-five percent *(75%)* of Members, at a meeting duly called for this purpose on the same notice, and in the same manner as is required for meetings and voting by the By-Laws.

ARTICLE XII
GENERAL PROVISIONS

SECTION 1: Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by, the Association, or the Owner of any land subject to this Declaration, their respective heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the Owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to change such covenants and restrictions, in whole or part.

This Declaration ~~may be amended during the first thirty (30) year period by an instrument~~

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in force and effect a policy of liability, casualty, and other necessary insurance, in an amount, and with such coverages as are acceptable to the Association.

B. An annual evaluation shall be made by the Board of Directors to determine the adequacy of the insurance.

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This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than eighty percent (80%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendments must be recorded in the Ontario County Clerk's office to become effective.

SECTION 2: Severability. Invalidation of any one of these covenants or restrictions by

judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3: Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Expenses of enforcing the covenants herein contained shall be chargeable to the Owner violating these covenants and the expense so incurred by the Association shall constitute a lien on such Owner's Lot, collectible in the same manner as assessments under the prior provisions hereof.

WEGMAN FAMILY (CANANDAIGUA) LLC XV, DECLARANT

By: _____
Edwin J. Wegman
Manager

STATE OF NEW YORK)

COUNTY OF ONTARIO) SS:

On the 19th day of March in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared Edwin J. Wegman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Marilyn D. Strauss
Notary Public-State of New York
County of Monroe
Commission Expires July 11, 20 10

R+R to

Paula Lapin, Esq.
FIX SPINDELMAN BROVITZ & GOLDMAN P.C.
295 WOODCLIFF DRIVE - Suite 200
FAIRPORT, NEW YORK 14450

BY-LAWS OF

THE VILLAS AT CHESHIRE GLEN
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
IDENTITY

These are the By-Laws of The Villas at Cheshire Glen Homeowners Association, Inc.

These By-Laws provide the method by which The Villas at Cheshire Glen Homeowners Association, Inc. (herein the "Association"), a homeowners association in the Town of Canandaigua, Ontario County, New York, organized under the Not-For-Profit Corporation Law, shall be governed.

The office of the Association shall be as designated by the Board of Directors, or at the address of the Declarant, Wegman Family (Canandaigua) LLC XV (herein the "Declarant") 550 Latona Road, Rochester, New York 14626.

The fiscal year of the Association shall be the calendar year.

ARTICLE II
DEFINITIONS

A. "Association" shall mean and refer to The Villas at Cheshire Glen Homeowners Association, Inc., its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Restrictions, Easements and Liens and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

C. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

D. "Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

F. "Declarant" shall mean and refer to Wegman Family (Canandaigua) LLC XV, its successors and assigns.

G. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements and Liens applicable to the Properties and recorded in the Ontario County Clerk's Office.

H. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

I. A "Fine" shall mean a sum of money determined and levied by the Board of Directors or their agent on an Owner for the violation of the Declaration, By-Laws, or Rules of the Association. A fine can not exceed 10% of the total annual common assessment.

ARTICLE III
BOARD OF DIRECTORS

A. Membership and Initial Selection. The Association shall be governed by a Board of Directors consisting of five (5) persons. These directors shall be members in good standing of the Association. The initial Board of Directors shall be designated by Declarant who is authorized to choose the directors until 50% of all Lots have been transferred or until five (5) years after the transfer of the first unit, whichever first occurs. The directors designated by the Declarant need not be members of the Association, and can be less than five (5) in number.

B. Term and Election. At such time as the members become empowered to elect the Board of Directors they shall elect five (5) directors, the two people receiving the greatest numbers of votes serving three (3) years, the two people receiving the next highest number of votes serving two (2) years, and the person receiving the next highest number of votes serving one (1) year. Thereafter. at each annual meeting the members shall elect at least one (1) director to serve for three (3) years.

C. Removal. Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

D. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

E. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining

approval of all the directors. Any actions so approved shall be in writing and have the same effect as though taken at a meeting of the directors.

F. Powers and Duties. The Board of Directors shall exercise all the powers and duties permitted the governing body of the Association, including those existing under the Not-For-Profit Corporation Law of New York State. Such powers and duties shall be exercised in accordance with the provisions of the Declaration of Covenants, Restrictions, Easements and Liens applicable to the property recorded in the Ontario County Clerk's Office (herein the "Declaration') which govern the use of the land, and shall include but shall not be limited to the following powers and duties:

1. To make and collect assessments, including special assessments, against members to defray the costs of the Association. To file a lien against any property for which assessments are not paid within thirty-one (31) days after due date, or to bring an action at law against the Owner personally obligated to pay the same.

2. To establish reserve funds for such lawful purposes as it, in its sole discretion, may determine necessary or desirable for the financial security of the Association, including capital reserve accounts.

3. To use the proceeds of assessments in the exercise of its powers and duties.

4. To issue or cause to be issued upon demand of a buyer or seller or their attorney or mortgagee, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

5. To assure the maintenance, repair, replacement and operation of all Association property for the common use and enjoyment of the lot owners.

6. To adopt, publish, and distribute to members rules and regulations governing the use of the Common Areas, and the personal conduct thereon of members and their guests, and to establish penalties or fines for the infraction thereof. The initial rules are attached hereto as Schedule 'A".

7. To enforce by legal means the provisions of the Declaration, By-Laws, and Regulations for the use of the Properties.

8. To procure and maintain adequate property casualty insurance (bare walls coverage) on all units and liability and casualty insurance on property owned by the Association. The Board of Directors shall annually review the amount of insurance coverage to assure that the Association and its members are fully protected. The Board

shall also procure insurance on all directors, officers or employees having fiscal responsibility as it may deem appropriate.

9. To authorize the officers to enter into management agreements with third parties in order to facilitate the efficient operation of the facilities and services of the Association. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the facilities, and all improvements included therein, designated as Common Areas, and the receipt and disbursement of such funds as may be authorized by the Board of Directors. The term of these management agreements shall be as determined by the Board to be in the best interests of the Association.

10. To employ personnel for reasonable compensation to perform, or to retain and/or contract for, the services required for proper administration of the purposes of the Association.

11. To pay the cost of all snow plowing, lawn care and other lot services rendered to the Association and not billed to members individual lots.

12. To receive, consider, and act upon any application which pertains to the building, rebuilding, or any alteration of a structure, and landscape of property in accordance with Article IX of the Declaration.

13. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

G. Method of Calling Meetings.

1. The first meeting of the Board of Directors shall take place within six (6) months after the closing of the first Lot and thereafter regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegram at least three (3) days prior to the day named for the meeting unless such notice is waived. The first regular meeting held in each calendar year shall be the annual, meeting of the Board.

2. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of three directors. No less than three (3) days notice of the meeting shall be given personally, or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting.

3. Any director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. Quorum. A quorum at the Board of Directors meeting shall consist of a director or directors present in person, holding at least a simple majority of the eligible votes. The acts of the Board approved by a majority of the directors present in person or by proxy at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration. If at any meeting of the Board of Directors there be fewer than a quorum present, the directors present shall adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

I. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the members of the Board of Directors consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors.

J. Officers. The officers of the Association shall be a President, Secretary, and Treasurer. They shall be elected at the annual meeting by the Board of Directors from among the members of the Board and shall hold office for a term of one (1) year or until the next annual meeting. Officers may be removed and replaced by vote of the directors at any meeting. Any person may hold two (2) offices except that the President shall not be the Secretary. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

1. The President shall be the chief executive officer of the Association and shall preside over the meetings of the Board of Directors and of the members. He shall have all the powers and duties which are usually vested in the office of the president, including but not limited to the power to appoint committees from among the directors, members and residents of the subdivision from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

2. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of members. He shall attend to the giving and serving of all notices to the directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary, and as may be required by the directors or the President. The Secretary shall keep a current record containing the names, alphabetically arranged, of all persons who are members of the Association, showing their place of residence. Such record shall be open for inspection as prescribed by law. In the absence or disability of the President, he shall exercise the powers and perform the duties of the President.

3. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members including an account for each Lot in the

subdivision; he shall keep the books of accounts of the Association in accordance with good accounting practices. The Treasurer shall receive and deposit, in appropriate bank accounts as shall be designated as depository by the Board of Directors all monies of the Association; disburse funds of the Association as directed by action of the Board of Directors; sign with the President all checks and promissory notes of the Association; cause an annual audit of the accounts of the Association to be made by an accountant, selected by the Board of Directors, at the completion of each fiscal year; and prepare an annual budget and statement of income and expense at the inception of each fiscal year. Upon adoption of said budget and financial statement by the Board of Directors, the Treasurer shall deliver a copy of same to each member of the Association. The fiscal year shall be the calendar year.

4. Compensation. The officers shall not receive any salary for their services. However, an officer may be reimbursed for actual expenses incurred in the performance of his duties.

5. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors. The premium on such bonds shall be a common expense and be paid by the Board of Directors.

6. Vacancies. A vacancy in any office may be filled by appointment by the remaining members of the Board of Directors. The officer so appointed to such vacancy shall serve for the remainder of the term of the office to which they are appointed.

ARTICLE IV
ANNUAL MEETINGS OF THE HOMEOWNERS' ASSOCIATION AND POWERS OF MEMBERS

A. Meetings. Meetings of the members shall be held annually (after the expiration of Sponsor's control period) and when called by the Board of Directors, or by the President, or by any three (3) members. Board members shall be elected at the Annual Meeting. Special assessments above $500 per lot shall have the assent of two-thirds (2/3) of the votes of the Members. All meetings shall be held at the principal office of the Association or at such other place in the Town of Canandaigua, or any immediately adjacent town, as may be fixed by the President. The meeting notice shall state the time, date, place and purpose of the meeting.

B. Notice of Meeting. The Secretary shall give not less than seven (7) days notice of any meeting of members personally, or by mail, or telegram, which notice shall state the time, date, place, and purpose of the meeting. Any member may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

C. Quorum. A quorum at members meetings shall consist of a simple majority of the eligible members present by proxy or in person. The acts of the members must be approved by vote of a simple majority of the eligible members except as specifically otherwise provided in these By-Laws, the Declaration, or the Not-For-Profit Corporation Law.

ARTICLE V
ARCHITECTURAL & LANDSCAPE CONTROL

A. The maintenance, repair and replacement of the exterior of all homes and garages, including all roofs and landscaping and lawn maintenance (except landscaping installed by Owners) are the responsibility of the Association.

B. No fences, or walls shall be erected or maintained upon the Properties except those erected at the time of the original construction of the buildings located thereon, or of a substantially similar nature, without the written application to and approval by the Board of Directors.

C. No alterations, additions, building, rebuilding, or any exterior modification of any kind, or re-painting of the exterior of any building shall be made unless it shall conform in architecture, material and similar color to the building as originally constructed, and is approved by the Board of Directors.

D. No building, fence, wall or other structure or change in landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to, and approved in writing as to the harmony of external design and location in relation to surrounding structures, by the Board of Directors of the Association.

In the event that said Board of Directors fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, no approval will be required and compliance with this Article will be deemed to have been made.

ARTICLE VI
LIABILITY OF BOARD OF DIRECTORS

In order to limit the liability of the Owners, any contract, agreement, or commitment made by the Board of Directors shall state that it is made by the Board of Directors as agent for the Owners as a group only and that no member of the Board of Directors nor individual Owner shall be liable for such contract, agreement, or commitment. The Board of Directors shall have no liability to the Owners in the management of the Association except for willful misconduct or bad faith and the

Owners shall severally indemnify all members of the Board of Directors in accordance with their duties as such members except for acts of willful misconduct or acts made in bad faith. Such several liability of the Owners shall, however, be limited to the extent that his proportionate interest in the common area bears to the total liability of the members of the Board of Directors.

ARTICLE VII
AMENDMENTS

A. These By-Laws may be amended at a regular or special meeting of the members by a vote of two-thirds (2/3) of a quorum of members is present in person or by proxy.

B. In case of any conflict between the Articles of Incorporation and these By-Laws the Articles shall control and in the case of any conflict between the Declaration and these By-Laws the Declaration shall control.

This is a true copy of the By-Laws of The Villas at Cheshire Glen Homeowners Association, Inc. as of this 27 day of Oct, 2008.

THE VILLAS AT CHESHIRE GLEN
HOMEOWNERS ASSOCIATION, INC.

By: Joseph McEntee
Joseph McEntee, Secretary

SCHEDULE A
RULES AND REGULATIONS

In addition to the other provisions of the By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Lots and Common Areas.

1. The Common Area pathways must not be obstructed or encumbered.

2. Parking on the Common Areas will be in Board designated areas only.

3. The landscaping of the Common Area is for the enjoyment of the Owners. Trees, shrubs, bushes, and all landscaping shall not be cut, tampered with, or harmed in any way.

4. Garbage, trash, and cuttings shall not accumulate on Lots and the Common Area. Collection of garbage and trash from Lots shall be at the direction of the Board of Directors.

5. A maximum of two (2) pets, in the aggregate, may be kept in any dwelling or on any Lot. No animals of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose(s). No Owner or resident shall allow any pet to run free in the Common Areas. Pets on the Common Areas shall be leashed. Owners shall be responsible for picking up after pets, and for any damages caused by pets.

6. Motor vehicle repair is to be carried out in an enclosed garage.

7. Boats, trailers and large vehicles shall be stored inside garages. Temporary driveway parking of such vehicles is permitted.

8. Storage of equipment, supplies and firewood shall be in garages only.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") made this 21st day of November, 2008, between WEGMAN FAMILY (CANANDAIGUA) LLC XV, 550 Latona Road, Rochester, New York 14626 ("Sponsor") and PHILLIPS LYTLE LLP, 1400 First Federal Plaza, Rochester, New York 14614 ("Escrow Agent") as escrow agent.

WHEREAS, Sponsor is the sponsor of an offering plan (the "Offering Plan") for the homeowners' association known or to be known as The Villas at Cheshire Glen Homeowners' Association for property to be known as The Villas at Cheshire Glen, Town of Canandaigua, Ontario County, New York (the "Project"); and

WHEREAS, Escrow Agent is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, Sponsor desires that Escrow Agent act as escrow agent for deposits and payments by purchasers and subscribers, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

I. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 Sponsor and Escrow Agent hereby establish an escrow account (the "Escrow Account") with Escrow Agent for the purpose of holding deposits or payments made by purchasers of interests in the Project. The Escrow Account will be opened with The Upstate National Bank, 1 West Main Street, Rochester, New York 14614. The account number is 800333.

1.2 The account will be named Phillips Lytle LLP-The Villas at Cheshire Glen Escrow Account.

1.3 Richard J. Evans, Jr., Esq., Thomas R. Burns and Raymond L. Ruff, are the sole signatories on the Escrow Account.

1.4 Any one of the signatories may sign for the release of funds from the Escrow Account.

1.5 The Escrow Account shall be an Interest-on-Lawyers' Account ("IOLA") account established pursuant to Judiciary Law Section 497. Interest earned on the

Escrow Account will be used to fund civil legal services for the poor and other purposes related to the administration of justice in New York State.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds received from prospective purchasers or subscribers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser or subscriber to the order of Phillips Lytle LLP-The Villas at Cheshire Glen Escrow Account. Any instrument payable or endorsed other than as required by, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser or subscriber promptly, but in no event more than five (5) business days following receipt of such instrument by the Escrow Agent. In the event of such return of funds, the instrument shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the deposit submitted with the subscription or purchase agreement, the Escrow Agent shall notify the purchaser of the deposit of such funds in the bank indicated above and provide the account number of the Escrow Account. If the purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the subscriber or purchaser.

3. RELEASE OF FUNDS.

3.1 Escrow Agent shall not release the escrowed funds of a defaulting purchaser until after consummation of the Offering Plan as defined in the Attorney General's regulations. Consummation of the Offering Plan shall not relieve Sponsor of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 Escrow Agent shall continue to hold the funds in escrow until (a) otherwise directed in a writing signed by both sponsor and purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

3.3 Sponsor shall not object to the release of the escrowed funds to (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan or (b) all purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.4 If there is no written agreement between the parties to release the escrowed funds, Escrow Agent shall not pay the funds to Sponsor until Escrow Agent has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to Sponsor unless the purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulation and has so notified Escrow Agent in accordance with such provisions.

4. RECORDKEEPING.

4.1 Escrow Agent shall maintain all records concerning the Escrow Account for seven (7) years after release of the funds.

4.2 Upon the dissolution of the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of the Escrow Account records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 Escrow Agent shall make available to the Attorney General, upon the Attorney General's request, all books and records of Escrow Agent relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 Escrow Agent shall maintain the accounts called for in this Agreement under the direct supervision and control of Escrow Agent.

5.2 A fiduciary relationship shall exist between Escrow Agent and purchasers of interests in the Project, and Escrow Agent acknowledge its fiduciary obligations.

6. RESPONSIBILITIES OF SPONSOR.

6.1 Sponsor agrees that Sponsor and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to Escrow Agent, so that the Escrow Agent may deposit the same in the Escrow Account in a timely manner required in the Attorney General's Regulations (e.g., within five (5) business days after all parties have executed the purchase agreement or within ten (10) business days after the tender of deposit by the purchaser, whichever is earlier).

6.2 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and compliance with the Attorney General's regulations.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is cancelled, by either:

(a) Written notice given by Sponsor to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor Escrow Agent; or

(b) The resignation of Escrow Agent upon giving notice to Sponsor of its desire to so resign, which resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor Escrow Agent; or

(c) All interests in the Project offered pursuant to the Offering Plan have been sold and all sales transactions have been consummated.

7.2 Upon termination of the duties of Escrow Agent as described in paragraph 7.1 above, Escrow Agent shall deliver any and all funds held by it in escrow and any and all contracts or documents maintained by Escrow Agent to the new escrow agent.

8. SUCCESSORS AND ASSIGNS.

8.1 This Agreement shall be binding upon Sponsor and Escrow Agent and their respective successors and assigns.

9. GOVERNING LAW.

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

10.1 Sponsor agrees that Escrow Agent's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to Escrow Agent, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance.

11. SEVERABILITY.

11.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT.

12.1 This Agreement, read together with GBL Section 352-e (2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

SPONSOR

Wegman Family (Canandaigua) LLC XV

By: _____, Manager
Edwin J. Wegman, Manager

ESCROW AGENT

Phillips Lytle LLP

By: _____
Thomas R. Burns, Partner

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