

# **EXHIBIT 4**

**LEGAL NOTICE****Have you lived in or paid rent to the Chelmsford Commons Manufactured Housing Community in Chelmsford, Massachusetts at any time since September 13, 2022?**

If yes, a legal Settlement has been proposed in a class action lawsuit that, if approved by the Court, will affect your rights. So please read this notice carefully. The class action lawsuit claims that the owner and manager of Chelmsford Commons (“Defendants”) violated and continue to violate the Massachusetts Manufactured Housing Act and the Massachusetts Consumer Protection Act because different rents were charged for similar home sites since January of 2021, when the Master Lease governing rents at Chelmsford Commons expired. The Settlement will require Defendants to implement a new Chelmsford Commons Rent Structure (described below) and make a \$50 per home site payment, to be divided among the tenants or residents of record at each home site as of September 13, 2022. The Court will hold a hearing in this case, called *Smith v. Chelmsford Group, LLC*, in the United States District Court for the District of Massachusetts (1:21-CV-10654-DJC) on **XXX, 202X** at **X a/p.m.** to consider whether to give final approval to the proposed Settlement, a request by Class Counsel for attorney’s fees and expenses of \$200,000 and a request by Class Counsel to award the Class Representative, Scott Smith, \$2,000. You or your own lawyer may ask to speak at the hearing, at your own cost, but you do not have to appear and speak at the hearing. You must follow the instructions in the Settlement Agreement, or your request to appear at the hearing or have a lawyer appear on your behalf will be denied. You can obtain the Settlement Agreement, detailed Settlement Notice describing the Settlement and other important documents by calling **1-800-XXX-XXX** or by visiting **www.ChelmsfordSettlement.com**.

**Who’s Included in the Classes?** The classes include any person who has lived in or has otherwise been obligated to pay rent to the manager of Chelmsford Commons on or after September 13, 2022.

**Who is being sued?** Chelmsford Group, LLC and Newbury Management Company (the “Defendants”).

**What is the proposed new Rent Structure?** The Settlement provides for the implementation of the new Chelmsford Commons Rent Structure, a multi-year and judicially-monitored plan for Chelmsford Commons rents that: (i) honors all existing Chelmsford Commons lease agreements (called occupancy agreements); (ii) ensures that no home-site base rent in Chelmsford Commons will increase except for one annual increase each April by either 4.5% or the Consumer Price Index used in the occupancy agreements, whichever is greater in any year, while the Rent Structure is in place; (iii) ensures that no home-site base rent will exceed \$964.37 per month while the Rent Structure is in place; and (iv) ensures that all new entrants to Chelmsford Commons will pay a home-site base rent of \$964.37 while the Rent Structure is in place. The Rent Structure will remain in place until all home-site base rents in Chelmsford Commons become equal, that is, reach \$964.37.

**Who will receive money from the Settlement?** The Settlement also provides for a one-time \$50 per home site payment, to be divided among each person of record who lived at or was otherwise obligated to pay rent to the manager of Chelmsford Commons as of September 13, 2022.

**What am I giving up through the Settlement?** If the Settlement becomes final, and you do not request to be excluded from the monetary portion of the Settlement, then you will be giving up the right to sue, or take other action against, Defendants and all Releasees, as defined in the Settlement Agreement, for claims reasonably related to the subject matter of this class action and for claims in any way related to the Rent Structure. If this happens, you will lose rights that could have allowed you to take Defendants to court. So if you have a grievance with the owner or manager

of Chelmsford Commons and want to know whether you should give up your rights through this Settlement, you may want to consult with a lawyer.

**Can I get out of the Settlement?** If you do not want money offered by the Settlement, but you want to keep the right to sue Defendants for individual monetary damages, then you must exclude yourself from the monetary portion of the Settlement – also called the Rule 23(b)(3) Class – by **XXX, 2022**. You can obtain a detailed Settlement Notice, explaining how to request exclusion from the Rule 23(b)(3) Class, by calling the number above or visiting the website above. Even if you exclude yourself from the Rule 23(b)(3) Class, you will still receive the benefit of the new Chelmsford Commons Rent Structure, will be bound by the Settlement and will give up the right to sue, or take other action against, Defendants and all Releasees, as defined in the Settlement Agreement, for claims in any way related to the Rent Structure.

If class members associated with 21 or more home sites opt not to receive the monetary portion of the Settlement, Defendants will have the right to terminate the Settlement. If Defendants terminate the Settlement, they will not be required by the Settlement to implement the new Rent Structure described above or offer monetary compensation to any class member.

**Can I object to the Settlement?** If you are a class member, then you can make a written objection to the Settlement if you do not like some part of it. You must follow the instructions in the Settlement Agreement, or your objection will not be considered by the Court. The objection deadline is **XXX, 2022**.

**How can I get more information about the Settlement?** This notice offers only the most basic summary of the proposed Settlement. More details are available at **www.chelmsfordsettlement.com** or by calling **1 888 XXX XXXX**.