

WINDMILL PARK
THEROUX DEVELOPMENT COMPANY, INC.
1433 EIFERT RD.
HOLT, MI 48842
517-694-0414
FAX 517-694-4512
jparrott.windmill@gmail.com
tracy.windmill@comcast.net
ktotten.windmill@gmail.com

April 1, 2025

LOT RENT INFORMATION

*PLEASE PROVIDE A DETAILED CREDIT REPORT FROM TRANSUNION,
EQUIFAX OR EXPERIAN AND PROOF OF INCOME.*

BASE LOT RENT – May 1, 2025 \$500.00 PER MONTH

ALL BASE LOT RENT IS FOR TWO OR LESS OCCUPANTS

EACH ADDITIONAL PERSON/PET \$15.00 PER MONTH

PETS

EACH HOUSEHOLD IS LIMITED TO TWO MANAGEMENT APPROVED PETS.

RENT INCLUDES, TRASH PICK UP, WATER AND SEWER.

ALL RENTAL RATES ARE SUBJECT TO CHANGE PURSUANT TO RULE D-15
OF THE WINDMILL PARK RULES AND INFORMATION.

DATE _____

APPLICANT FULL NAME _____

AGE _____ BIRTHDATE _____ SOCIAL SECURITY _____

DRIVER LICENSE _____ NUMBER OF DEPENDANTS _____

MARRIED SINGLE DIVORCED SEPARATED WIDOW

PRESENT ADDRESS _____

HOW LONG AT PRESENT ADDRESS _____ IN AREA _____

PHONE _____

APPLICANT EMPLOYMENT

COMPANY _____ PHONE _____

NAME/ADDRESS _____

POSITION _____ LENGTH OF SERVICE _____

CONTACT PERSON _____ PREVIOUS EMPLOYER _____

LENGTH OF SERVICE _____ CONTACT PERSON _____

CO- APPLICANT

NAME(FULL) _____

SOCIAL SECURITY _____ DRIVER LICENSE _____

AGE _____ BIRTHDATE _____

EMPLOYMENT _____ PHONE _____

NAME/ADDRESS _____

POSITION _____ LENGTH OF SERVICE _____

CONTACT PERSON _____

APPLICANT REFERENCES _____

PHONE _____

NAME/ADDRESS _____

CO-APPLICANT REFERENCES _____

PHONE _____

NAME/ADDRESS _____

MONTHLY INCOME

APPLICANT (NET) _____

CO- APPLICANT (NET) _____

OTHER INCOME (ALIMONY, CHILD SUPPORT, ETC) _____

TOTAL _____

PURCHASE PRICE OF MOBILE HOME _____

DOWN PAYMENT AMOUNT _____

MONTHLY PAYMENT _____

BANK HOLDING LOAN _____

RESIDENT APPLICATION

DATE _____

APPLICANT NAME _____ AGE _____

CO-APPLICANT NAME _____ AGE _____

ADDRESS _____ PHONE _____

PRESENT LANDLORD _____ PHONE _____

WINDMILL PARK PURCHASE _____
NAME AND ADDRESS OF DESIRED HOME _____

CHILDREN (LIVING WITH YOU)

_____ BIRTHDATE _____

_____ BIRTHDATE _____

_____ BIRTHDATE _____

PETS

BREED	WEIGHT	AGE	NAME
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PERSON TO CONTACT IN CASE OF EMERGENCY _____
PHONE _____

APPLICANTS ACKNOWLEDGE THEY HAVE RECEIVED A COPY OF THE WINDMILL PARK RULES AND INFORMATION AND HAVE READ THEM. THEY AGREE TO ABIDE BY THESE RULES WHILE A TENANT IN WINDMILL PARK. TENANTS AGREE TO KEEP MANAGEMENT PROMPTLY INFORMED OF THE NUMBER OF PEOPLE AND PETS LIVING AT THEIR LOT, AND ACKNOWLEDGE RECEIPT OF A LOT RENT INFORMATION SHEET SHOWING THE RENTAL RATES PRESENTLY IN EFFECT. TENANT(S) ACKNOWLEDGE(S) A LEASE OFFERED IN #7 OF THE WINDMILL PARK RULES AND INFORMATION, FOR ONE YEAR OR MORE, TENANT(S) ELECT NOT TO EXECUTE A LEASE FOR THIS LOT AT THIS TIME.

APPLICANT

APPLICANT

AUTHORIZATION TO RELEASE RENTAL INFORMATION

Theroux Development Company, Inc.

Windmill Park

1433 Eifert Rd.

Holt, MI 48842

517-694-0414

Fax: 517-694-4512

tracy.windmill@comcast.net

I/We _____

herby authorize the above named landlord/owner/manager, its employees and agents to verify all information provided for consideration as a tenant to rent a mobile home lot in Windmill Park from Theroux Development Company, Inc. I/we authorize Theroux Development Company, Inc. to verify all income and assets, current and previous landlord history, credit history, criminal background and verification of information which may be released to appropriate Federal, State or local agencies. I/we certify that the statements made in the application are true and complete to the best of my/our knowledge and belief. I/we understand that false statements or information may be punishable under federal law and/or Michigan and may result in denial of residency. I/we herby authorize the release of such information as stated above to Theroux Development Company, Inc. – Windmill Park in order to verify eligibility as a tenant.

Applicant

Date

Co Applicant

Date

AGREEMENT

THE ABOVE WINDMILL PARK RULES AND INFORMATION, LETTERS A-D, ARE PART OF THIS AGREEMENT BETWEEN THEROUX DEVELOPMENT COMPANY, INC., BEING THE OWNER OF WINDMILL PARK, "MANAGEMENT", AND THE "TENANTS."

THE TENANTS THAT HAVE SIGNED BELOW ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT AND HAVE READ THE ABOVE WINDMILL PARK RULES AND INFORMATION AND AGREE TO ABIDE BY THESE RULES WHILE A TENANT IN WINDMILL PARK. MANAGEMENT AGREES TO RENT LOT# _____ TO THESE TENANTS ON A MONTHLY BASIS AT FEES SET BY MANAGEMENT.

TENANT

MANAGEMENT

TENANT

DATE

TENANT(S) ACKNOWLEDGE(S) A LEASE OFFERED IN B.3.a OF THE WINDMILL PARK RULES AND INFORMATION, FOR ONE YEAR OR MORE, TENANT(S) ELECT NOT TO EXECUTE A LEASE FOR THIS LOT AT THIS TIME.

TENANT

TENANT

NOTICE:

MICHIGAN LAW ESTABLISHED RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

WINDMILL PARK RULES AND INFORMATION

A. GENERAL INFORMATION

1. Windmill Park Management Office is located in the Park at 5147 Netherland Dr, Holt, MI 48842. The mailing address is 1433 Eifert Rd., Holt, MI 48842. The office is open Monday – Friday from 8:00 a.m. – 4:00 p.m. except holidays. The phone number is 517-694-0414. The fax number is 517-694-4512. We can be reached by email at tracy.windmill@comcast.net, jparrott.windmill@gmail.com, ktotten.windmill@gmail.com.

Our emergency service numbers are:

*** 517-203-8107**

***517-599-1398**

2. **Application process:** Applicant must complete application and submit with proof of income and credit report for management's approval. Upon approval and subsequent purchase applicant must submit a copy of title to management within 30 days of occupancy. Tenant must notify management within 30 days of any changes in employment, phone number or email. Tenant must notify management prior to additional residents moving in and have management's approval.

B. RENT

3. Effective December 1, 2018 the base lot rent covers up to two (2) people. Additional people residing in a home will increase the base lot rent. All pets must have prior Management approval. Additional pet fees will be added to the base lot rent. See #5 Tenant Responsibility Section for information on pets. Mobile home lot rent is paid one month in advance and is due monthly on the 1st or 15th day. Payment is considered delinquent if not paid on or before these dates. A \$30 late fee will be added to delinquent payments. Tenants may pay by check, money order or credit card. Tenant may pay in person at Windmill Park Office, by mail, or by using the drop box located at the office just to the left of door marked mail. A one-year rental agreement is available to tenants as follows:

a. A tenant may pay one year in advance and rent will be discounted 5% from the rates currently in effect. Rent will not be increased during the prepaid rental period except for the number of residents and/or pets in the household.

b. Mobile homes may not be sublet or occupied by unregistered persons or pets. Mobile homes must be occupied by the owner. Management reserves the right of access to all lots and/or homes at all times.

c. If a tenant wishes to sell his home and leave it in Windmill Park:

1. The mobile home and all structures must meet park standards for appearance.

2. The new owner's application for tenancy must be approved by management prior to the new tenant moving in.

3. Management will not consider a new tenant application if any rent, service bills or other charges for that lot are unpaid.

4. Attached is an explanation of Just Cause Terminations for mobile home parks. Any conduct covered by these definitions may be the basis for a notice to quit (eviction notice).

5. The owners and/or management and employees of Windmill Park will not to be held liable for loss, damage or injury by fire, roadway, playground use, theft, accident, or any other cause whatsoever as a result of actions attributable to tenants, their guests or others. The tenant agrees to indemnify and hold harmless the owners and/or management and employees of Windmill Park for such actions.

6. In case of fire, call 911, Windmill Park office and Windmill Park emergency service number (listed under A – 1). Each home must have at least one smoke detector and one fire extinguisher. Each house must have house numbers that are clearly visible from the street.

7. The Ingham County Sheriff can be reached at 517-694-0045 or by dialing 911 in case of emergency. The number for Ingham County Animal Control is 517-676-8370. Residents are hereby advised that multiple locations on Theroux Development Company, Inc. property, including Windmill Park and Ironwood Links, are under continuous video surveillance.

8. Tenant's guests are welcome. Tenants are responsible for their guests observing park rules. A guest staying more than 15 days becomes a resident and must register and be approved by management.

9. Severe weather warning system for Delhi Township is a 3 minute blast of the town siren for impending severe weather. The local shelter provided for you is the Windmill Park Recreation Hall located on Zuider.

C. SERVICES PROVIDED BY THEROUX DEVELOPMENT COMPANY, INC.

1. Trash will be picked up by Granger. Please set all trash at the curb on Thursday for Friday pickup except on holidays. Please contact Granger directly for bulk item pickup at 1-888-947-2643

2. A pool is provided for tenant use. Pool rules are posted in the pool area and must be observed. Failure to comply with pool rules may result in tenant being banned from pool area or evicted. Tenants are duly notified that there is a pool attendant on duty during open pool hours but, **there is no lifeguard on duty. Tenants swim at their own risk.** Theroux Development Company, Inc., owners and employees are not liable for injury or death as a result of pool use. Tenants who enter the pool area when closed risk eviction from Windmill Park.

3. Horseshoe courts are available for tenant use.

4. All tenants in good standing are offered a discount at Ironwood Links Golf Course and clubhouse. Discounted fees are at the discretion of the Ironwood Links Manager and vary based on activity, the time of year or other factors. Tenants interested in using the golf course or its clubhouse should present in person to the Ironwood Links manager /staff.

5. CATA bus service is available to all Windmill Park residents via pickup at the central square location and the corner of Rotterdam and Windmill Blvd.

6. Maintenance staff are available for service calls by calling the office at 517-694-0414 during normal business hours. Emergency maintenance staff are available after hours by calling:

* 517-203-8107

* 517-599-1398

All maintenance fees must be paid at the time of service or with the monthly lot rent payment immediately following receipt of the bill for service.

D. TENANTS RESPONSIBILITIES

1. Each mobile home in Windmill Park must be kept in good condition and occupied by the owner. Any of the following issues must be corrected within the time specified in the Notice of Violation issued by the Park Office or by Delhi Township. Violations issued by the Park Office may be delivered in person, attached to tenant's door, by email or via phone message. Failure to make timely repairs may result in corrective actions by Management and charged to the tenant. These charges will be added to the tenant's rent and must be paid with the next rental payment. Failure to pay additional charges will be treated as a breach of the tenant's responsibility to fully pay rent in a timely manner.

A. faded, blistered, peeled or stained paint

B. cracked, broken or unsightly covered windows.

C. additions to home such as steps, carports, garages and storage buildings must be kept square, level and painted

D. homes must be enclosed around bottom with management approved materials

E. lawns must be kept mowed, trimmed, watered, weeded and free from debris

2. All mobile homes must have a wooden storage building in place within one month of the date of occupancy. All items on tenant's lot (other than complete licensed automobiles in regular use, swing sets and lawn furniture) must be kept in storage building. All additions to mobile home or mobile home lot such as carports, sheds, steps and garages must have management's approval as well as State of Michigan and/or Delhi Township permits before erecting.

3. Lawns, flowers, trees and shrubs must be kept mowed, trimmed, watered, weeded and free from debris. Vegetable gardens are not permitted. The tenant may do their own lawn work or contract a company to do it for them. Violations will be served either in person, posted on door, emailed to tenant or via phone message to tenant who does not maintain their lot. Management will take corrective action when necessary and all unpaid charges will be added to tenant's rent.

4. Exposed water lines to tenant's mobile home must be insulated and heat taped by November 1st of each year. This includes the tenant portion where the water service comes out of the ground up including the bottom valve. Management maintains the water lines under the ground. Tenant is responsible for keeping their lines from freezing. If tenant does not keep lines from freezing they must pay for repair or replacement.

5. Effective February 1, 2020, pets will be permitted in Windmill Park with the following provisions:

- a. All dogs or cats must have prior management approval before they can reside
in the Park.
- b. Each home is limited to two pets
- c. No animals other than dogs, domestic cats, birds and fish permitted.
- d. Additional monthly fee is \$15.00/approved pet.
- e. Aggressive dogs are not permitted.
- f. Pets must be leashed or caged when outside.
- g. All droppings from pets whether on tenant's lawn or when walking pet must be disposed of properly.
- h. All dogs and cats must be licensed with Ingham County and have current vaccination records. These documents must be presented to management upon request.
- i. The provision of food and shelter to feral animals is strictly prohibited. Tenants who provide food and shelter to feral animals risk eviction from Windmill Park and are liable and financially responsible for injury or damage suffered by other tenants of Windmill Park resulting from these actions.
- j. Management reserves the right to remove pets from Windmill Park because of behavior of the pet, lack of care of the pet, tenant fails to receive prior approval of pet or for any reason management determines that the presence of the pet in the park is detrimental to the interests of Windmill Park or other tenants.

All dogs and cats residing and properly registered with management prior to February 1, 2020 are under the old rules and are not subject to new rule change until acquiring a new pet.

Any damage or injury caused by a pet shall be the sole responsibility of the owner of the pet. The pet owner shall hold harmless Theroux Development Company, Inc. and its agents and employees for any damage or injury to a pet in the course of protecting property and persons from damage or injury by the pet. The owner of a pet shall indemnify in full, Theroux Development Company, Inc., its agents and employees for any liability they may incur as a result of their pet's actions.

6. Children must be supervised by parent or responsible adult. Tenants must limit children's play to their own yard or public playground. Children and adults are not permitted to play in or around public buildings or in the streets. No trespassing is allowed on the lands adjacent to Windmill Park. Use of the playground is prohibited after sundown.

7. Bicycles, skateboards, scooters and roller blades must be ridden on streets only. Snowmobiles, ORV's, quads, 3 wheelers, trampolines and mini bikes are not permitted.

8. Fire hydrants will be periodically flushed by management. When possible this will be done on a scheduled basis. Rust may be stirred up as a result of flushing. Management is not responsible for rusty water damage as a result of flushing. No parking is permitted within 10 feet of fire hydrant.

9. The use of firearms, fireworks, slingshots, bows and arrows, air rifles and drones is prohibited in Windmill Park and on any adjacent lands owned by Theroux Development Company, Inc. except with prior specific written approval of the management.

10. Trucks, school busses, boats, trailers, dune buggy type vehicles and motor homes cannot be parked on streets or tenants lots. Cars cannot be parked near mailboxes or on the lawn. All vehicles must be off the road during snow season. Tenants who fail to remove their vehicles risk having their vehicles towed. No parking on Windmill Blvd. All vehicles must be properly licensed with the State of Michigan and operable. Each person operating a vehicle in Windmill Park must have a valid license. Vehicle repair and maintenance is not allowed on Windmill Park Property. This rule does not apply to Management vehicles.

11. Fire pits and burn piles are not permitted.

12. Disposal of sanitary napkins, tampons, disposable diapers, cloth items, and items made of rubber, etc. in mobile homes or community toilets is not permitted. If a tenant causes a stoppage of their sewer, a charge will be made for the cleaning and tenant agrees to pay management upon receipt. All homes are required to have a garbage disposal.

13. Offensive conduct of any kind, coarse language, loud music, loud radios, loud televisions or public intoxication will not be tolerated and may be the basis for a just cause eviction.

14. Tenant agrees to use only Windmill Blvd. entrance. All tenants are prohibited from entering any Theroux Development Company, Inc. property adjacent to Windmill Park. Entry into the Theroux Development Company, Inc. maintenance yard is prohibited. Access to Theroux Development Company, Inc. property beyond the paved roads is prohibited. Theroux Development Company, Inc. is not liable for any injury or death that occurs as result of entry into these areas.

15. These rules may be changed at the discretion of Management. A notice of one month will be given for any change by posting the revised rule on the community board in Windmill Park office and the Windmill Park website. Management is not responsible for loss, damage or injury resulting from the failure to enforce these rules.

**EXPLANATION OF JUST CAUSE TERMINATIONS
FOR MOBILE HOME PARKS**

MCL 600.5775(2)

- (A) USE OF SITE FOR UNLAWFUL PURPOSE.
- (B) FAILURE BY THE TENANT TO COMPLY WITH A LEASE OR AGREEMENT OF PARK OR WITH A RULE OR REGULATION OF THE MOBILE HOME PARK ADOPTED UNDER THE LEASE OR AGREEMENT, WHICH RULE OR REGULATION IS REASONABLY RELATED TO THE FOLLOWING:
 - (i) THE HEALTH, SAFETY, OR WELFARE OF THE PARK, ITS EMPLOYEES, OR TENANTS.
 - (ii) THE QUIET ENJOYMENT OF THE OTHER TENANTS OF THE MOBILE HOME PARK.
 - (iii) MAINTAINING THE PHYSICAL CONDITION OR APPEARANCE OF THE MOBILE HOME PARK OR THE MOBILE HOMES ON SITE.
- (C) A VIOLATION BY THE TENANT OF RULES OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.
- (D) INTENTIONAL PHYSICAL INJURY BY THE TENANT TO PARK PERSONNEL OR OTHER TENANTS OF THE MOBILE HOME PARK, OR INTENTIONAL PHYSICAL DAMAGE BY THE TENANT TO THE PROPERTY OF THE MOBILE HOME PARK OR ITS OTHER TENANTS.
- (E) FAILURE OF THE TENANT TO COMPLY WITH A LOCAL ORDINANCE, STATE LAW, OR GOVERNMENTAL RULE OR REGULATION RELATING TO MOBILE HOMES.
- (F) FAILURE OF THE TENANT TO PAY RENT OR OTHER CHARGES UNDER THE LEASE OR RENTAL AGREEMENT ON TIME ON THREE OR MORE OCCASIONS DURING ANY 12-MONTH PERIOD, FOR WHICH THE OWNER OR OPERATOR HAS SERVED A WRITTEN DEMAND FOR POSSESSION FOR NONPAYMENT OF RENT AND THE TENANT HAS FAILED OR REFUSED TO PAY THE RENT OR OTHER CHARGES WITHIN THE TIME PERIOD STATED IN THE WRITTEN DEMAND FOR POSSESSION.
- (G) CONDUCT BY THE TENANT UPON THE MOBILE HOME PARK PREMISES WHICH IS A SUBSTANTIAL ANNOYANCE TO OTHER TENANTS OR TO THE MOBILE HOME PARK, AFTER NOTICE AND AN OPPORTUNITY TO CURE.
- (H) FAILURE OF THE TENANT TO MAINTAIN THE MOBILE HOME OR MOBILE HOME SITE IN A REASONABLE CONDITION CONSISTENT WITH AESTHETICS APPROPRIATE TO THE PARK.
- (I) CONDEMNATION OF THE MOBILE HOME PARK.
- (J) CHANGES IN THE USE OR SUBSTANTIVE NATURE OF THE MOBILE HOME PARK.
- (K) PUBLIC HEALTH AND SAFETY VIOLATIONS BY THE TENANT.