SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

DATE OF REPORT: SEPTEMBER 29, 1999
(Date of earliest event reported)

SUN COMMUNITIES, INC.
(Exact name of registrant as specified in its charter)

MARYLAND	COMMISSION FILE NO. 1-12616	38-2730780
(State of Organization)		(IRS Employer I.D. No.)

31700 MIDDLEBELT ROAD
SUITE 145
FARMINGTON HILLS, MICHIGAN 48334
(Address of principal executive offices)

(248) 932-3100
(Registrant's telephone number, including area code)

ITEM 5. OTHER EVENTS.

On September 29, 1999, Sun Communities, Inc., a Maryland corporation (the "Company"), Sun Communities Operating Limited Partnership, a Michigan limited partnership (the "Partnership"), Belcrest Realty Corporation, a Delaware corporation ("Belcrest"), and Belair Real Estate Corporation, a Delaware corporation (together with Belcrest, the "Contributors"), entered into a Contribution Agreement (a copy of which is filed as an exhibit to this Form 8-K), pursuant to which, among other things, the Contributors contributed an aggregate of $50 million to the Partnership in return for an aggregate of 2,000,000 9.125% Series A Cumulative Redeemable Perpetual Preferred Units in the Partnership (the "Series A Preferred Units"). The rights, limitations and preferences of the Series A Preferred Units are set forth in the One Hundred Third Amendment to the Second Amended and Restated Limited Partnership Agreement of the Partnership, dated as of September 29, 1999 (the "Amendment") , a copy of which is filed as an exhibit to this Form 8-K.

The Series A Preferred Units will be exchangeable, in whole but not in part, at any time on or after September 29, 2009 at the option of the holders thereof for 9.125% Series A Cumulative Redeemable Preferred Stock of the Company (the "Series A Preferred Stock") at an exchange rate of one share of Series A Preferred Stock for one Series A Preferred Unit, subject to adjustment as set forth in the Amendment, and at certain earlier times pursuant to the terms of the Amendment. The rights, limitations and preferences of the Series A Preferred Stock are set forth in that certain Articles Supplementary to the Charter of the Company, dated as of September 29, 1999, a copy of which is filed as an exhibit to this Form 8-K. The Company has granted certain registration rights to the Contributors with respect to the Series A Preferred Stock pursuant to a Registration Rights Agreement, dated as of September 29, 1999, among the Company and the Contributors, a copy of which is filed as an exhibit to this Form 8-K.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits

4.1	Articles Supplementary to the Company's Charter, dated as of September 29, 1999
99.1	Contribution Agreement, dated as of September 29, 1999, by and among the Company, the Partnership and the Contributors
99.2	One Hundred Third Amendment to the Second Amended and Restated Limited Partnership Agreement of the Partnership
99.3	Registration Rights Agreement, dated as of September 29, 1999, by and among the Company and the Contributors.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: October 14, 1999

SUN COMMUNITIES, INC., a Maryland corporation

By: /s/ Jeffrey P. Jorissen

Jeffrey P. Jorissen, Senior Vice President, Treasurer, Chief Financial Officer, and Secretary

SUN COMMUNITIES, INC.
EXHIBIT INDEX

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EXHIBIT 4.1

SUN COMMUNITIES, INC.

ARTICLES SUPPLEMENTARY

SUN COMMUNITIES, INC., a Maryland corporation (the "COMPANY"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "DEPARTMENT") that:

FIRST: Pursuant to the authority expressly vested in the Board of Directors of the Company by Article V of the Charter of the Company and Sections 2-105 and 2-208 of the Maryland General Corporation Law (the "MGCL"), the Board of Directors of the Company (the "BOARD OF DIRECTORS"), by resolutions duly adopted as of September 23, 1999, has classified 2,000,000 shares of the authorized but unissued shares of the preferred stock par value $.01 per share ("PREFERRED STOCK") of the Company as a separate class of Preferred Stock, such class being designated the "9.125% Series A Cumulative Redeemable Perpetual Preferred Stock."

SECOND: The class of Preferred Stock of the Company created by the resolutions duly adopted by the Board of Directors of the Company and referred to in Article FIRST of these Articles Supplementary shall have the following designation, number of shares, preferences, conversion and other rights, voting powers, restrictions, limitation as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions:

SECTION 1. DESIGNATION AND NUMBER. The shares of Preferred Stock hereby classified shall be designated the "9.125% Series A Cumulative Redeemable Perpetual Preferred Stock" (the "SERIES A PREFERRED STOCK"). The number of shares of Series A Preferred Stock shall be 2,000,000.

SECTION 2. RANK. The Series A Preferred Stock will, with respect to distributions and rights upon voluntary or involuntary liquidation, winding-up or dissolution of the Company, rank senior to all classes or series of Common Stock (as defined in the Charter) and to all classes or series of equity securities of the Company now or hereafter authorized, issued or outstanding, other than any class or series of equity securities of the Company expressly designated as ranking on a parity with or senior to the Series A Preferred Stock as to distributions and rights upon voluntary or involuntary liquidation, winding-up or dissolution of the Company. For purposes of these Articles Supplementary, the term "PARITY

PREFERRED STOCK" shall be used to refer to any class or series of equity securities of the Company now or hereafter authorized, issued or outstanding expressly designated by the Company to rank on a parity with Series A Preferred Stock with respect to distributions and rights upon voluntary or involuntary liquidation, winding-up or dissolution of the Company. The term "equity securities" does not include debt securities, which will rank senior to the Series A Preferred Stock.

SECTION 3. DISTRIBUTIONS.

(a) Payment of Distributions.

(i) Subject to the rights of holders of Parity Preferred Stock as to the payment of distributions and holders of equity securities ranking senior to the Series A Preferred Stock as to payment of distributions, holders of Series A Preferred Stock will be entitled to receive, when, as and if declared by the Company, out of funds legally available for the payment of distributions, cumulative preferential cash distributions at the rate per annum of 9.125% of the $25.00 liquidation preference per share of Series A Preferred Stock (the "ISSUANCE RATE").

(ii) In the event that on or prior to December 31, 1999 the senior unsecured debt of Sun Communities Operating Limited Partnership shall have either an unconditional, published (A) rating by Standard & Poor's Ratings Group ("STANDARD & POOR'S") exceeding "BBB" or (B) rating by Moody's Investors Service, Inc. ("MOODY'S") exceeding "Baa3", then, beginning on the date on which either of such foregoing conditions is met, the rate per annum of the cumulative preferential cash distributions on the Series A Preferred Stock shall be 8.875% (the "REVISED RATE") of the $25.00 liquidation preference per share of Series A Preferred Stock, in which case the designation of the Series A Preferred Stock will change accordingly to reflect such new distribution rate; provided, that, if either (i) such Standard & Poor's unconditional published rating exceeding "BBB" or (ii) such Moody's rating exceeding "Baa3" shall not be in effect on December 31, 1999, then the Revised Rate herein provided shall be void ab initio and the Company shall pay on December 31, 1999, in addition to the dividend then due to the holders of the Series A Preferred Stock, the difference between (1) the dividend that would have accrued at the Issuance Rate during the current and any prior quarterly distribution period and (2) the dividend that actually accrued during such distribution periods at the voided Revised Rate.

(iii) Promptly after December 31, 1999 the parties hereto shall execute, acknowledge and deliver, or cause to be executed, acknowledged

and delivered, all instruments and documents as may be reasonably necessary or desirable to memorialize the revision of the distribution rate in effect from and after December 31, 1999 in accordance with Section 3(a)(ii) above.

(iv) All distributions shall be cumulative, shall accrue from the original date of issuance and shall be payable (i) quarterly (such quarterly periods for purposes of payment and accrual will be the quarterly periods ending on the dates specified in this sentence) in arrears, on March 31, June 30, September 30 and December 31 of each year, commencing on the first of such dates to occur after the original date of issuance and, (ii) in the event of a redemption, on the redemption date (each a "PREFERRED STOCK DISTRIBUTION PAYMENT DATE"). The amount of the distribution payable for any period will be computed on the basis of a 360-day year of twelve 30-day months and for any period shorter than a full quarterly period for which distributions are computed, the amount of the distribution payable will be computed based on the ratio of the actual number of days elapsed in such quarterly period to ninety (90) days. If any date on which distributions are to be made on the Series A Preferred Stock is not a Business Day (as defined herein), then payment of the distribution to be made on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay) except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date. Distributions on the Series A Preferred Stock will be made to the holders of record of the Series A Preferred Stock on the relevant record dates, which, unless otherwise provided by the Company with respect to any distribution, will be fifteen (15) Business Days prior to the relevant Preferred Stock Distribution Payment Date (each a "DISTRIBUTION RECORD DATE"). Notwithstanding anything to the contrary set forth herein, each share of Series A Preferred Stock shall also continue to accrue all accrued and unpaid distributions up to the exchange date on any Series A Preference Unit (as defined in the Second Amended and Restated Limited Partnership Agreement of Sun Communities Operating Limited Partnership, dated as of April 30, 1996, as amended by (i) those certain amendments numbered one through one hundred two, and (ii) the One Hundred Third Amendment to the Agreement of Limited Partnership, dated as of September 29, 1999, and as may be further amended from time to time (collectively, as amended, the "PARTNERSHIP AGREEMENT") validly exchanged into such share of Series A Preferred Stock in accordance with the provisions of such Partnership Agreement.

(v) The term "BUSINESS DAY" shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Limitations on Distributions. No distributions on the Series A Preferred Stock shall be declared or paid or set apart for payment by the Company at such time as the terms and provisions of any agreement of the Company, including any agreement relating to its indebtedness, prohibits such declaration, payment or setting apart for payment or provides that such declaration, payment or setting apart for payment would constitute a breach thereof or a default thereunder, or if such declaration, payment or setting apart for payment shall be restricted or prohibited by law.

(c) Distributions Cumulative. Notwithstanding the foregoing, distributions on the Series A Preferred Stock will accrue whether or not declared, whether or not the terms and provisions set forth in SECTION 3(B) hereof at any time prohibit the current payment of distributions, whether or not the Company has earnings, whether or not there are funds legally available for the payment of such distributions and whether or not such distributions are authorized or declared. Accrued but unpaid distributions on the Series A Preferred Stock will accumulate as of the Preferred Stock Distribution Payment Date on which they first become payable. Accumulated and unpaid distributions will not bear interest.

(d) Priority as to Distributions.

(i) So long as any Series A Preferred Stock is outstanding, no distribution of cash or other property shall be authorized, declared, paid or set apart for payment on or with respect to any class or series of Common Stock or any class or series of equity securities of the Company ranking junior to the Series A Preferred Stock as to distributions or rights upon voluntary or involuntary dissolution, liquidation or winding up of the Company to the Series A Preferred Stock (such Common Stock or other junior equity securities, collectively, "JUNIOR STOCK"), nor shall any cash or other property be set aside for or applied to the purchase, redemption or other acquisition for consideration of any Series A Preferred Stock, any Parity Preferred Stock or any Junior Stock, unless, in each case, all distributions accumulated on all Series A Preferred Stock and all classes and series of outstanding Parity Preferred Stock have been paid in full. The foregoing sentence will not prohibit (i) distributions payable solely in equity securities ranking junior to the Series A Preferred Stock as to distributions and rights upon voluntary or involuntary dissolution,

liquidation or winding up of the Company, (ii) the conversion of Junior Stock or Parity Preferred Stock into equity securities of the Company ranking junior to the Series A Preferred Stock as to distributions and rights upon voluntary or involuntary dissolution, liquidation or winding-up of the Company, and (iii) purchase by the Company of such Series A Preferred Stock, Parity Preferred Stock or Junior Stock pursuant to Article VII (Restriction on Transfer, Acquisition and Redemption of Shares) of the Charter to the extent required to preserve the Company's status as a real estate investment trust.

(ii) So long as distributions have not been paid in full (or a sum sufficient for such full payment is not irrevocably deposited in trust for immediate payment) upon the Series A Preferred Stock, all distributions authorized and declared on the Series A Preferred Stock and all classes or series of outstanding Parity Preferred Stock shall be authorized and declared so that the amount of distributions authorized and declared per share of Series A Preferred Stock and such other classes or series of Parity Preferred Stock shall in all cases bear to each other the same ratio that accrued distributions per share on the Series A Preferred Stock and such other classes or series of Parity Preferred Stock (which shall not include any accumulation in respect of unpaid distributions for prior distribution periods if such class or series of Parity Preferred Stock does not have cumulative distribution rights) bear to each other.

(e) No Further Rights. Holders of Series A Preferred Stock shall not be entitled to any distributions, whether payable in cash, other property or otherwise, in excess of the full cumulative distributions described herein.

SECTION 4. LIQUIDATION PREFERENCE.

(a) Payment of Liquidating Distributions. Subject to the rights of holders of Parity Preferred Stock with respect to rights upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company and subject to equity securities ranking senior to the Series A Preferred Stock with respect to rights upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, the holders of Series A Preferred Stock shall be entitled to receive out of the assets of the Company legally available for distribution or the proceeds thereof, after payment or provision for debts and other liabilities of the Company, but before any payment or distributions of the assets shall be made to holders of Common Stock or any other class or series of equity securities of the Company that ranks junior to the Series A Preferred Stock as to rights upon liquidation, dissolution or winding-up of the Company, an amount equal to the sum of (i) a liquidation preference of $25.00 per share of Series A Preferred Stock, and (ii) an

amount equal to any accumulated and unpaid distributions thereon, whether or not declared, to the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding-up, there are insufficient assets to permit full payment of liquidating distributions to the holders of Series A Preferred Stock and any Parity Preferred Stock, all payments of liquidating distributions on the Series A Preferred Stock and such Parity Preferred Stock shall be made so that the payments on the Series A Preferred Stock and such Parity Preferred Stock shall in all cases bear to each other the same ratio that the respective rights of the Series A Preferred Stock and such other Parity Preferred Stock (which shall not include any accumulation in respect of unpaid distributions for prior distribution periods if such Parity Preferred Stock does not have cumulative distribution rights) upon liquidation, dissolution or winding-up of the Company bear to each other.

(b) Notice. Written notice of any such voluntary or involuntary liquidation, dissolution or winding-up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by (i) fax and (ii) by first class mail, postage pre-paid, not less than thirty (30) and not more than sixty (60) days prior to the payment date stated therein, to each record holder of the Series A Preferred Stock at the respective addresses of such holders as the same shall appear on the share transfer records of the Company.

(c) No Further Rights. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series A Preferred Stock will have no right or claim to any of the remaining assets of the Company.

(d) Consolidation, Merger or Certain Other Transactions. The voluntary sale, conveyance, lease, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the property or assets of the Company to, or the consolidation or merger or other business combination of the Company with or into any corporation, trust or other entity (or of any corporation, trust or other entity with or into the Company) shall not be deemed to constitute a liquidation, dissolution or winding-up of the Company.

(e) Permissible Distributions. In determining whether a distribution (other than upon voluntary or involuntary liquidation) by dividend, redemption, or other acquisition of shares of stock of the Company or otherwise is permitted under the MGCL, no effect shall be given to amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of shares of stock of the Company whose preferential rights upon dissolution are superior to those receiving the

distribution.

SECTION 5. OPTIONAL REDEMPTION.

(a) Right of Optional Redemption. The Series A Preferred Stock may not be redeemed prior to September 29, 2004. On or after such date, the Company shall have the right to redeem the Series A Preferred Stock, in whole or in part, at any time or from time to time, upon not less than thirty (30) nor more than sixty (60) days written notice, at a redemption price, payable in cash, equal to $25.00 per share of Series A Preferred Stock plus accumulated and unpaid distributions, whether or not declared, to the date of redemption. If fewer than all of the outstanding shares of Series A Preferred Stock are to be redeemed, the shares of Series A Preferred Stock to be redeemed shall be selected pro rata (as nearly as practicable without creating fractional units).

(b) Limitation on Redemption.

(i) The redemption price of the Series A Preferred Stock (other than the portion thereof consisting of accumulated but unpaid distributions) will be payable solely out of the sale proceeds of capital stock of the Company and from no other source. For purposes of the preceding sentence, "capital stock" means any equity securities (including Common Stock and Preferred Stock), shares, participation or other ownership interests (however designated) and any rights (other than debt securities convertible into or exchangeable for equity securities) or options to purchase any of the foregoing.

(ii) The Company may not redeem fewer than all of the outstanding shares of Series A Preferred Stock unless all accumulated and unpaid distributions have been paid on all outstanding Series A Preferred Stock for all quarterly distribution periods terminating on or prior to the date of redemption.

(c) Procedures for Redemption.

(i) Notice of redemption will be (i) faxed, and (ii) mailed by the Company, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, addressed to the respective holders of record of the Series A Preferred Stock to be redeemed at their respective addresses as they appear on the share transfer records of the Company. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series A Preferred Stock except as to the holder to whom such notice was defective or not

given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series A Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date, (ii) the redemption price, (iii) the number of shares of Series A Preferred Stock to be redeemed, (iv) the place or places where such shares of Series A Preferred Stock are to be surrendered for payment of the redemption price, (v) that distributions on the Series A Preferred Stock to be redeemed will cease to accumulate on such redemption date and (vi) that payment of the redemption price and any accumulated and unpaid distributions will be made upon presentation and surrender of such Series A Preferred Stock. If fewer than all of the shares of Series A Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series A Preferred Stock held by such holder to be redeemed.

(ii) If the Company gives a notice of redemption in respect of Series A Preferred Stock (which notice will be irrevocable) then, by 12:00 noon, New York City time, on the redemption date, the Company will deposit irrevocably in trust for the benefit of the Series A Preferred Stock being redeemed funds sufficient to pay the applicable redemption price, plus any accumulated and unpaid distributions, if any, on such shares to the date fixed for redemption, without interest, and will give irrevocable instructions and authority to pay such redemption price and any accumulated and unpaid distributions, whether or not declared, if any, on such shares to the holders of the Series A Preferred Stock upon surrender of the Series A Preferred Stock by such holders at the place designated in the notice of redemption. If fewer than all Series A Preferred Stock evidenced by any certificate is being redeemed, a new certificate shall be issued upon surrender of the certificate evidencing all Series A Preferred Stock, evidencing the unredeemed Series A Preferred Stock without cost to the holder thereof. On and after the date of redemption, distributions will cease to accumulate on the Series A Preferred Stock or portions thereof called for redemption, unless the Company defaults in the payment thereof. If any date fixed for redemption of Series A Preferred Stock is not a Business Day, then payment of the redemption price payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay) except that, if such Business Day falls in the next calendar year, such payment will be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date fixed for redemption. If payment of the redemption price or any accumulated or unpaid distributions in respect of the Series A Preferred Stock is improperly withheld or refused and not paid by the Company,

distributions on such Series A Preferred Stock will continue to accumulate from the original redemption date to the date of payment, in which case the actual payment date will be considered the date fixed for redemption for purposes of calculating the applicable redemption price and any accumulated and unpaid distributions.

(d) Status of Redeemed Stock. Any Series A Preferred Stock that shall at any time have been redeemed shall after such redemption, have the status of authorized but unissued Preferred Stock, without designation as to class or series until such shares are once more designated as part of a particular class or series by the Board of Directors.

SECTION 6. VOTING RIGHTS.

(a) General. Holders of the Series A Preferred Stock will not have any voting rights, except as set forth below.

(b) Right to Elect Directors.

(i) If at any time full distributions shall not have been timely made on any Series A Preferred Stock with respect to any six (6) prior quarterly distribution periods, whether or not consecutive (a "PREFERRED DISTRIBUTION DEFAULT"), the holders of such Series A Preferred Stock, voting together as a single class with the holders of each class or series of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable (collectively, the "PARITY SECURITIES"), will have the right to elect two additional directors (and the number of directors of the Company shall be deemed to have increased by two (2)) to serve on the Company's Board of Directors (the "PREFERRED STOCK DIRECTORS") at a special meeting called by the holders of the outstanding shares of Series A Preferred Stock in accordance with Section 6(b)(ii) or at the next annual meeting of stockholders, and at each subsequent annual meeting of stockholders or special meeting held in place thereof, until all such distributions in arrears and distributions for the current quarterly period on the Series A Preferred Stock and each such class or series of Parity Preferred Stock have been paid in full.

(ii) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon written request of holders of record of at least 10% of the outstanding shares of Series A Preferred Stock, a special meeting of the holders of Series A Preferred Stock and all the series of Parity Securities by mailing or causing to be mailed to such holders a notice of such special meeting to be

held not less than ten and not more than 45 days after the date such notice is given. The record date for determining holders of the Parity Securities entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such special meeting, all of the holders of the Parity Securities, by plurality vote, voting together as a single class without regard to series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Parity Securities are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Parity Securities then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Stock Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series A Preferred Stock shall be entitled to vote will be given to such holders at their addresses as they appear in the share transfer records of the Company. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Parity Securities present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Stock Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Distribution Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series A Preferred Stock that would have been entitled to vote at such special meeting.

(iii) If and when all accumulated distributions and the distribution for the current distribution period on the Series A Preferred Stock shall have been paid in full or a sum sufficient for such payment is irrevocably deposited in trust for payment, the holders of the Series A Preferred Stock shall be divested of the voting rights set forth in SECTION 6(B) herein (subject to revesting in the event of each and every Preferred Distribution Default) and, if all distributions in arrears and the distributions for the current distribution period have been paid in full or set aside for payment in full on all other classes or series of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable, the term and office of each Preferred Stock Director so elected shall terminate. Any Preferred Stock Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series A Preferred Stock when they have the voting rights set

forth in SECTION 6(B) (voting separately as a single class with all other classes or series of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable). So long as a Preferred Distribution Default shall continue, any vacancy in the office of a Preferred Stock Director may be filled by written consent of the Preferred Stock Director remaining in office or by a vote of the holders of record of a majority of the outstanding Series A Preferred Stock when they have the voting rights set forth in SECTION 6(B) (voting separately as a single class with all other classes or series of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable). The Preferred Stock Director shall each be entitled to one vote per director on any matter.

(c) Certain Voting Rights. So long as any Series A Preferred Stock remains outstanding, the Company shall not, without the affirmative vote of the holders of at least two-thirds of the Series A Preferred Stock outstanding at the time (i) designate or create, or increase the authorized or issued amount of, any class or series of shares ranking senior to the Series A Preferred Stock with respect to payment of distributions or rights upon liquidation, dissolution or winding-up or reclassify any authorized shares of the Company into any such shares, or create, authorize or issue any obligations or security convertible into or evidencing the right to purchase any such shares, (ii) designate or create, or increase the authorized or issued amount of, any Parity Preferred Stock or any stock which purports to be on parity with the Series A Preferred Stock as to either (but not both) distributions or rights upon dissolution, liquidation or winding-up or reclassify any authorized shares of the Company into any such shares, or create, authorize or issue any obligations or security convertible into or evidencing the right to purchase any such shares, but only to the extent such Parity Preferred Stock is issued to an affiliate (as defined in Section 11 of the Second Article of these Articles Supplementary) of the Company unless such issuance is upon terms determined by the Board of Directors (such determination to include the affirmative approval of a majority of all disinterested directors) to be no more favorable to the holders thereof as it would offer in an arm's length transaction to an unrelated third party, or (iii) either (A) consolidate, merge into or with, or convey, transfer or lease its assets substantially as an entirety, to any corporation or other entity, or (B) amend, alter or repeal the provisions of the Company's Charter (including these Articles Supplementary) or By-laws, whether by merger, consolidation or otherwise, in each case that would materially and adversely affect the powers, special rights, preferences, privileges or voting power of the Series A Preferred Stock or the holders thereof; provided, however, that with respect to the occurrence of a merger, consolidation or sale or lease of all of the Company's assets as an entirety, so long as (a) the Company is the surviving entity and the Series A Preferred Stock remains outstanding with the terms thereof unchanged,

or (b) the resulting, surviving or transferee entity is a corporation organized under the laws of any state and substitutes for the Series A Preferred Stock other preferred stock having substantially the same terms and same rights as the Series A Preferred Stock, including with respect to distributions, voting rights and rights upon liquidation, dissolution or winding-up, then the occurrence of any such event shall not be deemed to materially and adversely affect the rights, privileges or voting powers of the holders of the Series A Preferred Stock and provided further that any increase in the amount of authorized Preferred Stock or the creation or issuance of any other class or series of Preferred Stock, or any increase in an amount of authorized shares of each class or series, in each case ranking either (a) junior to the Series A Preferred Stock with respect to payment of distributions and the distribution of assets upon liquidation, dissolution or winding-up, or (b) on a parity with the Series A Preferred Stock with respect to payment of distributions or the distribution of assets upon liquidation, dissolution or winding-up, or both, to the extent such Preferred Stock (1) is not issued to an affiliate of the Company, or (2) is issued to an affiliate of the Company, other than upon terms determined by the Board of Directors (such determination to include the affirmative approval of a majority of all disinterested directors) to be no more favorable to the holders thereof than those it would offer in an arm's length transaction to an unrelated third party, shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting powers.

SECTION 7. TRANSFER RESTRICTIONS. The Series A Preferred Stock shall be subject to the provisions of Article VII (Restriction on Transfer, Acquisition and Redemption of Shares) of the Charter.

SECTION 8. NO CONVERSION RIGHTS. The holders of the Series A Preferred Stock shall not have any rights to convert such shares into shares of any other class or series of stock or into any other securities of, or interest in, the Company.

SECTION 9. NO SINKING FUND. No sinking fund shall be established for the retirement or redemption of Series A Preferred Stock.

SECTION 10. NO PREEMPTIVE RIGHTS. No holder of the Series A Preferred Stock of the Company shall, as such holder, have any preemptive rights to purchase or subscribe for additional shares of stock of the Company or any other security of the Company which it may issue or sell.

SECTION 11. DEFINITION OF AFFILIATE. For the purposes of these Articles Supplementary, the term "AFFILIATE" shall mean any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the Company, or its permitted successor.

THIRD: The Series A Preferred Stock has been classified and designated by the Board of Directors under the authority contained in the Charter.

FOURTH: These Articles Supplementary have been approved by the Board of Directors of the Company in the manner and by the vote required by law.

(SIGNATURE APPEARS ON NEXT PAGE)

IN WITNESS WHEREOF, Sun Communities, Inc. has caused these Articles Supplementary to be signed and acknowledged in its name and on its behalf by the undersigned duly authorized officer and attested to by its Secretary on this 29th day of September, 1999; and such officer acknowledges that these Articles Supplementary are the act of Sun Communities, Inc., and he further acknowledges that, as to all matters or facts set forth herein which are required to be verified under oath, such matters and facts are true in all material respects to the best of his knowledge, information and belief, and that this statement is made under the penalties for perjury.

SUN COMMUNITIES, INC.

By: /s/ Mary A. Petrella

Name: Mary A. Petrella
Title: Vice President

[SEAL]

ATTEST:

Name: /s/ Jeffrey P. Jorissen

Secretary

EXHIBIT 99.1

CONTRIBUTION AGREEMENT

BY AND AMONG

BELCREST REALTY CORPORATION
AND
BELAIR REAL ESTATE CORPORATION

AND

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP

AND

SUN COMMUNITIES, INC.

Dated: As of September 29, 1999

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "AGREEMENT") is made as of September 29, 1999 ("AGREEMENT DATE"), by and among BELCREST REALTY CORPORATION, a Delaware corporation and BELAIR REAL ESTATE CORPORATION, a Delaware corporation (the "CONTRIBUTORS"), and SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership (the "OPERATING PARTNERSHIP") and SUN COMMUNITIES, INC., a Maryland corporation (the "COMPANY").

RECITALS

WHEREAS, Contributors desire to contribute to Operating Partnership cash in return for Preference Units in Operating Partnership on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"AFFILIATE" means with respect to any Person, any other Person controlled by, controlling or under common control with such Person. For purposes hereof, "control" shall include the power to direct the actions of a Person, regardless of whether the same shall involve an ownership interest in such Person.

"AGREEMENT" has the meaning set forth in the initial paragraph hereof.

"AGREEMENT DATE" has the meaning set forth in the initial paragraph hereof.

"AGREEMENT OF LIMITED PARTNERSHIP" means the Second Amended and Restated Limited Partnership Agreement of Sun Communities Operating Limited Partnership, dated as of April 30, 1996, as amended by (i) those certain amendments numbered one through one hundred two, and (ii) the Amendment; and as further amended from time to time.

"AMENDMENT" means the One Hundred Third Amendment to the Agreement of Limited Partnership, dated as of the date hereof, substantially in the form attached hereto as EXHIBIT A.

"ARTICLES SUPPLEMENTARY" means the Articles Supplementary of the Company

substantially in the form attached hereto as EXHIBIT B.

"BELAIR" means Belair Real Estate Corporation.

"BELCREST" means Belcrest Realty Corporation.

"BROKER" has the meaning set forth in PARAGRAPH 10.

"BYLAWS" means the Bylaws of the Company, as amended from time to time.

"CHARTER" means the Articles of Amendment and Restatement of the Company, recorded on November 8, 1993, with the State of Maryland Department of Assessments and Taxation (the "SMDAT"), as amended by (i) that certain Articles of Amendment, recorded on June 20, 1997, with the SMDAT, (ii) Articles Supplementary, recorded on June 2, 1998, with the SMDAT, and (iii) the Articles Supplementary, and as further amended and restated from time to time.

"CLOSING" has the meaning set forth in PARAGRAPH 6(A).

"CODE" means the Internal Revenue Code of 1986, as amended.

"COMPANY" has the meaning set forth in the initial paragraph hereof.

"CONTRIBUTION AMOUNT" means $50,000,000 US$, such amount to be contributed severally $15,000,000 US$ by Belair and $35,000,000 US$ by Belcrest.

"CONTRIBUTORS" has the meaning set forth in the initial paragraph hereof.

"CONTRIBUTORS' CLOSING DOCUMENTS" has the meaning set forth in PARAGRAPH 6(C).

"ERISA" means the Employee Retirement Income Securities Act of 1974, as amended.

"EXCHANGE DATE" means, with respect to any Preference Unit, the date on which the exchange of such Preference Unit for Preferred Stock shall occur in accordance with the Agreement of Limited Partnership.

"FINANCING AGREEMENTS" means collectively, that certain (i) Indenture, dated as of April 24, 1996, by and among the Company, the Operating Partnership and Bankers Trust Company, (ii) $25,500,000 Facility and Guaranty Agreement, dated as of December 10, 1998, by and among the Company, the Operating Partnership, certain subsidiary guarantors named therein, The First National Bank of Chicago and certain

other lenders named therein, and (iii) Amended and Restated Senior Unsecured Line of Credit Agreement, dated as of July 1, 1999, by and among the Company, the Operating Partnership, Lehman Brothers Holdings Inc., The First National Bank of Chicago, First Union National Bank, Michigan National Bank, PNC Bank, Ohio, National Association and Pacific Life Insurance Company.

"GAAP" means generally accepted accounting principles consistently applied.

"GOVERNING DOCUMENTS" means, with respect to (i) a limited partnership, such limited partnership's certificate of limited partnership and the agreement of limited partnership, and any amendments or modifications of any of the foregoing; (ii) a corporation, such corporation's articles or certificate of incorporation, by-laws and any applicable authorizing resolutions, and any amendments or modifications of any of the foregoing; (iii) a limited liability company, such limited liability company's articles or certificate of organization, by-laws and operating agreement or agreement of limited liability company, and any amendments or modifications of any of the foregoing; and (iv) a trust, such trust's declaration of trust and by-laws and any amendments or modifications of any of the foregoing.

"MANAGER" means Boston Management and Research, a Massachusetts business trust.

"OPERATING PARTNERSHIP" has the meaning set forth in the initial paragraph hereof.

"OPERATING PARTNERSHIP'S CLOSING DOCUMENTS" has the meaning set forth in PARAGRAPH 6(B).

"PARITY PREFERRED STOCK" has the meaning ascribed to such term in the Articles Supplementary.

"PARTNER" has the meaning ascribed to such term in the Agreement of Limited Partnership.

"PERSON" means a natural person, partnership (whether general or limited), trust, estate, association, corporation, limited liability company, unincorporated organization, custodian, nominee or any other individual or entity in its own or representative capacity.

"PREFERENCE UNITS" shall have the meaning ascribed to "Series A Preferred Units" in the Amendment.

"PREFERRED STOCK" means the Company's 9.125% Series A Cumulative Redeemable Perpetual Preferred Stock upon terms and provisions set forth in the ARTICLES

SUPPLEMENTARY.

"PTP" means a "publicly traded partnership" within the meaning of Section 7704 of the Code.

"REGISTRATION RIGHTS AGREEMENT" has the meaning set forth in PARAGRAPH 6(B)(IV) hereof.

"REIT" has the meaning set forth in PARAGRAPH 8(G) hereof.

"SEC" means the Securities and Exchange Commission.

"SECURITIES ACT" means the Securities Act of 1933, as amended.

"SUBSIDIARY" means with respect to any Person, any corporation, partnership, limited liability company, joint venture or other entity of which a majority of (i) voting power of the voting equity securities or (ii) the outstanding equity interests, is owned, directly or indirectly, by such Person.

"US$" means United States dollars, lawful money of the United States of America.

2. CONTRIBUTION OF CASH. Subject to the terms and provisions of this Agreement, Belcrest and Belair each hereby agrees to contribute to Operating Partnership their portion of the Contribution Amount by wire transfer of immediately available funds to an account designated by the Company on the date of the Closing in consideration for Preference Units in Operating Partnership. Subject to the terms and provisions of this Agreement, Operating Partnership hereby agrees to accept the Contribution Amount and to issue to Belair and Belcrest 600,000 and 1,400,000, respectively, Preference Units in exchange therefor.

3. CONDITIONS TO CLOSING.

(a) Conditions to Operating Partnership's and Company's Obligations. Operating Partnership's and Company's obligations under this Agreement to accept the Contribution Amount, provide each Contributor with Preference Units and otherwise consummate the transactions contemplated hereby are subject to the satisfaction (or waiver in writing by Operating Partnership and the Company) of the following conditions on or before the Closing:

(i) No Injunction. No temporary restraining order or preliminary or permanent injunction of any court or administrative agency of competent jurisdiction prohibiting the consummation of the transactions contemplated hereby shall be in effect.

(ii) Accuracy of Representations and Warranties. The representations and warranties of Contributors contained in this Agreement shall be true and correct in all material respects on the date of the Closing with the same effect as though made on the date of the Closing.

(iii) Performance of Agreement. Each Contributor shall have performed, in all material respects, all of its respective covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to or at the Closing, including, without limitation, delivery of the Contribution Amount.

(iv) Delivery of Closing Documents. Operating Partnership and Company shall have received the Contributors' Closing Documents.

If for any reason any of the conditions set forth in this PARAGRAPH 3(A) or elsewhere in this Agreement are not satisfied or waived by Operating Partnership and Company at or prior to the Closing, then, at Operating Partnership's or Company's option, this Agreement shall be terminated and Operating Partnership, Company and Contributors shall be released from their obligations under this Agreement and none of Operating Partnership, Company or Contributors shall have any further liability hereunder.

(b) Conditions to Contributors' Obligations. Contributors' obligations under this Agreement to deliver the Contribution Amount and otherwise consummate the transactions contemplated hereby are subject to the satisfaction (or waiver in writing by Contributors) of the following conditions on or before the Closing:

(i) No Injunction. No temporary restraining order or preliminary or permanent injunction or any court or administrative agency of competent jurisdiction prohibiting the consummation of the transactions contemplated hereby shall be in effect.

(ii) Accuracy of Representations and Warranties. The representations and warranties of Operating Partnership and Company contained in this Agreement shall be true and correct in all material respects on the date of the Closing with the same effect as though made on the date of the Closing.

(iii) Performance of Agreement. Operating Partnership and Company shall have performed, in all material respects, all of their respective covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to or at the Closing.

(iv) Delivery of Closing Documents. Contributors shall have received the

Operating Partnership's Closing Documents.

If for any reason any of the conditions set forth in this PARAGRAPH 3(B) or elsewhere in this Agreement are not satisfied or waived by Contributors at or prior to the Closing, then, at Contributors' option, this Agreement shall be terminated and Contributors, Operating Partnership and Company shall be released from their obligations under this Agreement and none of Contributors, Operating Partnership or Company shall have any further liability hereunder.

4. COVENANTS.

(a) On the Exchange Date, the Company shall issue shares of Preferred Stock in the Company in a number equal to the number of shares of Preferred Stock into which the Preference Units are exchangeable pursuant to the terms of the Agreement of Limited Partnership. Upon consummation of such exchange in accordance with the terms of the Agreement of Limited Partnership, and issuance in accordance with the Charter, such shares of Preferred Stock shall be validly issued, fully paid and non-assessable.

(b) Operating Partnership covenants to notify holders of Preference Units promptly (i) in the event it anticipates or realizes that the value of its assets constituting "stock and securities" within the meaning of Section 351(e)(1) of the Code will equal 10% or more of its total assets and (ii) in the event it anticipates or realizes that there is a material increase in such percentage of Operating Partnership's assets constituting "stock and securities" if immediately preceding such material increase the percentage of Operating Partnership's assets constituting "stock and securities" within the meaning of Section 351(e)(1) of the Code equals 10% or more of the Operating Partnership's total assets.

(c) Company agrees that it will notify holders of Preference Units promptly in the event it becomes aware of any facts that will or likely will cause Operating Partnership to become a PTP on or after January 1, 2000.

(d) Through the end of 1999, Operating Partnership: (i) shall take all actions reasonably available to it under the Agreement of Limited Partnership as presently in effect to avoid treatment as a PTP; and (ii) shall at all times satisfy the private placement safe harbor of Notice 88-75 (1988-2 C.B. 386) taking into account any person treated as a partner within the meaning of Notice 88-75 (including each person indirectly owning an interest through a partnership, a grantor trust, or an S corporation) and substituting "400" for "500". The Operating Partnership further (A) represents that it (i) was actively engaged in an activity before December 4, 1995, (ii) did not add a substantial new line of business after December 4, 1995 and (iii) has no plan or intention to add a substantial new line of business and (B) covenants that it shall (i) not add a substantial new line of business within the meaning of Section 1.7704-1(1)(3) prior to January 1, 2000 and (ii) shall promptly provide notice to the holders of the Preference Units in the event that the Operating Partnership plans or intends to add a substantial new line of business at any time after January 1, 2000.

(e) The Operating Partnership covenants that, for each taxable year during which the Purchaser holds Preference Units, ninety percent (90%) or more of the gross income of the Operating Partnership for such taxable year shall constitute "qualifying income" within the meaning of Section 7704(d) of the Code.

(f) Operating Partnership covenants that it shall deliver to holders of Preference Units the following:

(i) as soon as available, but in no event later than ninety (90) days following the end of each fiscal year of Operating Partnership, a complete copy of Operating Partnership's audited financial statements including a balance sheet, income statement and cash flow statement for such fiscal year prepared and audited by an independent certified public accountant in accordance with GAAP (which requirement, if the Operating Partnership is required to file disclosure statements with the SEC, shall be deemed to be satisfied upon the delivery to holders of Preference Units of Operating Partnership's Annual Report on Form 10-K, within five (5) business days of its filing with the SEC); and

(ii) as soon as possible, but in no event later than forty-five (45) days following the end of each fiscal quarter of Operating Partnership, a complete copy of Operating Partnership's unaudited quarterly financial statements including a balance sheet, income statement and cash flow statement for such fiscal quarter prepared in accordance with GAAP (except with respect to footnotes)(which requirement, if the Operating Partnership is required to file disclosure statements with the SEC, shall be deemed to be satisfied upon the delivery to holders of Preference Units of Operating Partnership's Quarterly Report on Form 10-Q, within five (5) business days of its filing with the SEC); and

(iii) on a quarterly basis (as soon as possible, but in no event later than sixty (60) days following the end of each fiscal quarter of Operating Partnership) a reasonable good faith written estimate (it being understood and agreed that such estimate shall be prepared as if it were being prepared solely for the use of Company and Operating Partnership and that such preparation shall not take into account any use by, or benefit of, the Contributors) together with reasonable supporting information of the percentage of Operating Partnership's assets (by value) that are within the relevant categories of Section 856(c)(4) of the Code.

(iv) on an annual basis (as soon as possible, but in no event later than ninety (90) days following the end of each fiscal year of Operating Partnership) a reasonable good faith written estimate (it being understood and agreed that such estimate shall be prepared as if it were being prepared solely for the use of Company and Operating Partnership and that such preparation shall not take into account any use by, or benefit of,

the Contributors) together with reasonable supporting information of the percentage of Operating Partnership's gross income that is derived from sources enumerated in Section 856(c)(2) and (3), respectively, of the Code.

(g) Provided that all other conditions to Operating Partnership's and Company's obligations set forth in this Agreement have been satisfied or properly waived, Operating Partnership covenants that it shall record Contributors as the holders of the Preference Units on its books and records and shall admit Contributors as limited partners to Operating Partnership on the Closing Date.

(h) Operating Partnership shall not issue any Preference Units to any Person other than Contributors and Company shall not issue any Preferred Stock to any Person other than a holder of Preference Units upon exchange of such Preference Units.

(i) Operating Partnership covenants and agrees for the benefit of the holders of the Preference Units that, the income and assets of the Operating Partnership will be such as would permit the Operating Partnership to satisfy the income and assets requirements of Section 856 of the Code if the Operating Partnership were a REIT.

(j) Upon request of any Contributor, from time to time (provided that such request is not made more often than six times during any given calendar year), Operating Partnership and Company agree to deliver a certificate to such Contributor bringing down the representation and warranties made by Operating Partnership and Company in PARAGRAPHS 8(D), 8(E), 8(F) and 8(G) to a date requested by a Contributor to the extent, after due inquiry, Operating Partnership and Company can make such representations and warranties as of such date.

(k) The Company shall not undertake any action, including the issuance of any securities, without the consent of the holders of the Preference Units, if such action would require the consent of the holders of the Preferred Stock if any shares of the Preferred Stock were outstanding at the time of such action.

(l) The Company shall cause the Articles Supplementary to be filed with the SMDAT and shall deliver within two (2) business days after Closing a copy of the Articles Supplementary certified as filed with the SMDAT.

The covenants set forth in this PARAGRAPH 4 shall survive the Closing.

5. TRANSACTION COSTS. Except as otherwise specifically set forth herein, each of the parties hereto shall bear its own costs and expenses with respect to the transaction contemplated hereby.

6. CLOSING.

(a) The closing of the transactions contemplated by this Agreement shall be consummated on September 29, 1999 (the "CLOSING").

(b) At the Closing, Operating Partnership and Company shall deliver to Contributors the following documents and the following other items (the documents and other items described in this PARAGRAPH 6(B) being collectively referred to herein as the "OPERATING PARTNERSHIP CLOSING DOCUMENTS"):

(i) This Agreement duly executed and delivered by Operating Partnership and Company;

(ii) The Amendment, duly executed and delivered by all persons necessary to make such amendment binding on and enforceable against all Partners in Operating Partnership;

(iii) The Articles Supplementary of the Company, duly executed and delivered by the Company and in proper form for filing with the SMDAT.

(iv) The Registration Rights Agreement, in the form set forth on EXHIBIT C, duly executed and delivered by Company;

(v) A Certificate of the Secretary of Company substantially in the form set forth on EXHIBIT D together with completed exhibits attached thereto, executed by the secretary of the Company and dated as of the date of the Closing;

(vi) An opinion of counsel to Company and Operating Partnership substantially in the form set forth on EXHIBIT E;

(vii) Cross-Receipts, substantially in the form set forth on EXHIBITS F-1 and F-2; and

(viii) Certificates representing the Preference Units for each Contributor;

(ix) Written Consent of a majority of the Preferred OP Unit (as defined in the Agreement of Limited Partnership) holders (excluding the holders of the Preference Units) to the issuance of the Preference Units; and

(x) Those other closing documents required to be executed by it or as may be otherwise necessary or appropriate to consummate the transaction contemplated hereby.

(c) At the Closing, Contributors shall deliver to Operating Partnership and Company the following documents and the following other items (the documents and other items described in this PARAGRAPH 6(C) being collectively referred to herein as the "CONTRIBUTORS' CLOSING

DOCUMENTS"):

(i) Counterparts of those documents listed in PARAGRAPH 6(B)(I), (II), (IV), and (VII), duly executed and delivered by Contributors.

(ii) Those other closing documents required to be executed by it or as may be otherwise necessary or appropriate to consummate the transaction contemplated hereby.

7. REPRESENTATIONS AND WARRANTIES OF CONTRIBUTORS. Contributors make the following representations and warranties to Operating Partnership and Company, all of which (except as otherwise designated) are true and correct in all material respects on the Agreement Date and shall be true and correct in all material respects as of the date of the Closing:

(a) Contributors are duly organized and validly existing under the laws of the state of their organization and have been duly authorized by all necessary and appropriate action to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement is a valid and binding obligation of Contributors, enforceable against Contributors in accordance with its terms, except insofar as enforceability may be affected by bankruptcy, insolvency or similar laws affecting creditor's rights generally and the availability of any particular equitable remedy.

(b) Neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby nor fulfillment of or compliance with the terms and conditions hereof (a) conflict with or will result in a breach of any of the terms, conditions or provisions of (i) the Governing Documents of Contributors or (ii) any agreement, order, judgment, decree, arbitration award, statute, regulation or instrument to which either Contributor is a party or by which it or its assets are bound, or (b) constitutes or will constitute a breach, violation or default under any of the foregoing. No consent or approval, authorization, order, regulation or qualification of any governmental entity or any other Person is required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Contributors.

(c) Contributors acknowledge that the Preference Units have not been and will not be registered or qualified under the Securities Act or any state securities laws and are offered in reliance upon an exemption from registration under Regulation D of the Securities Act and similar state law exceptions. The Preference Units to be received by Contributors hereunder shall be held by Contributors for investment purposes only for their own account, and not with a view to or for sale in connection with any distribution of the Preference Units, and Contributors acknowledge that the Preference Units cannot be sold or otherwise disposed of by the holders thereof unless they are subsequently registered under the Securities Act or pursuant to an exemption therefrom; and the Preference Units may not be sold, assigned or otherwise transferred except in compliance

with the Agreement of Limited Partnership. Contributors hereby acknowledge receipt of a copy of the Agreement of Limited Partnership, as amended through the date hereof, and represent that they have reviewed same and understand the provisions thereof which have a bearing on the representations made in this PARAGRAPH 7(C).

(d) Contributors have no contract, understanding, agreement or arrangement with any Person to sell, transfer or grant a participation to such Person or any other Person, with respect to any or all of the Preference Units they will receive in accordance with the provisions hereof.

(e) Each Contributor is an "accredited investor" within the meaning of Regulation D under the Securities Act and has knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of receiving and owning the Preference Units and Contributors are able to bear the economic risk of such ownership and understands that an investment in Preference Units involves substantial risks.

(f) Neither Contributor is an employee benefit plan subject to ERISA or Section 4975 of the Code.

(g) In making this investment, Contributors are relying upon the advice of their own personal, legal and tax advisors with respect to the tax and other aspects of an investment in Operating Partnership.

(h) There is no action, suit, proceeding or, to Contributors' knowledge, currently threatened against Contributors that questions the validity of this Agreement or the right of Contributors to enter into this Agreement or to consummate the transactions contemplated hereby.

(i) For such time as a Contributor holds an interest in the Operating Partnership, such Contributor will be treated for federal income tax purposes as either a real estate investment trust or a C corporation (and not as an S corporation or a division of another corporation, unless such other corporation complies with this covenant and agreement).

(j) There has been made available to Contributors and their respective advisors the opportunity to ask questions of, and receive answers from, the Operating Partnership and the Company concerning the terms and conditions of the investment in the Preference Units and any other matters pertaining to the Operating Partnership and/or the Company. Contributors have had an opportunity to consult with counsel and other advisors about the investment in the Preference Units and all material documents, records and books pertaining to such investment have, upon request, been made available to Contributors and their respective advisors.

Contributors hereby expressly permit JAFFE, RAITT, HEUER & WEISS, P.C., as counsel to the Operating Partnership and the Company, to rely upon the representations and warranties set forth above as if such representations and warranties were made by Contributors directly to JAFFE, RAITT, HEUER & WEISS, P.C.

8. REPRESENTATIONS AND WARRANTIES OF OPERATING PARTNERSHIP AND COMPANY. Operating Partnership and Company make the following representations and warranties to Contributors and Manager, all of which (except as otherwise designated) are true and correct in all material respects on the Agreement Date and shall be true and correct in all material respects as of the date of the Closing:

(a) Operating Partnership is duly organized and validly existing under the laws of the state of its organization and is duly registered and qualified to do business in each jurisdiction where such registration or qualification is material to the transactions contemplated hereby and has been duly authorized by all necessary and appropriate action to enter into this Agreement, to issue, sell and deliver the Preference Units and to consummate the transactions contemplated hereby, and the individuals executing this Agreement on behalf of Operating Partnership have been duly authorized by all necessary and appropriate action on behalf of Operating Partnership. This Agreement is a valid and binding obligation of Operating Partnership, enforceable against Operating Partnership in accordance with its terms, except insofar as enforceability may be affected by bankruptcy, insolvency or similar laws affecting creditor's rights generally and the availability of any particular equitable remedy.

(b) Company is duly organized and validly existing under the laws of the state of its organization and is duly registered and qualified to do business in each jurisdiction where such registration or qualification is material to the transactions contemplated hereby and has been duly authorized by all necessary and appropriate action to enter into this Agreement, to issue and deliver, upon exchange of the Preference Units in accordance with the Agreement of Limited Partnership, the Preferred Stock and to consummate the transactions contemplated hereby, and the individuals executing this Agreement on behalf of Company have been duly authorized by all necessary and appropriate action on behalf of Company. This Agreement is a valid and binding obligation of Company, enforceable against Company in accordance with its terms, except insofar as enforceability may be affected by bankruptcy, insolvency or similar laws affecting creditor's rights generally and the availability of any particular equitable remedy.

(c) Neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby nor fulfillment of or compliance with the terms and conditions hereof (a) conflict with or will result in a breach of any of the terms, conditions or provisions of (i) the Governing Documents of Company or

Operating Partnership or any of its general partners or (ii) any agreement, order, judgment, decree, arbitration award, statute, regulation or instrument to which Company or Operating Partnership is a party or by which it or its assets are bound, or (b) constitutes or will constitute a breach, violation or default under any of the foregoing. No consent or approval, authorization, order, registration or qualification of any governmental entity or any other Person is required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Operating Partnership or Company, except for filings under state securities law or "blue sky" laws (provided such would not have a material adverse affect on the Company or the transaction contemplated by this Agreement).

(d) Immediately following the issuance of the Preference Units pursuant to this Agreement, less than 8% of the value of Operating Partnership's assets will consist of "stock and securities" within the meaning of Section 351(e)(1) of the Code and Operating Partnership has no plan to increase the amount of its assets constituting "stock and securities" to a percentage equal to or greater than 10% (except for short-term cash equivalents and other short-term assets arising from the temporary investment of stock or debt issuance proceeds).

(e) Operating Partnership has not been and is not currently a PTP.

(f) Neither the Company nor any Subsidiary of Company has any present plan or intention, and neither the Company nor any Subsidiary of Company has any actual knowledge of any present plan or intention of any partner in Operating Partnership, to take any action or actions that would or would likely result in Operating Partnership becoming a PTP in the foreseeable future. Neither Company nor any Subsidiary of Company has actual knowledge of facts that reasonably would cause it to expect that Operating Partnership would or would likely become a PTP in the foreseeable future.

(g) The Company has properly elected to be taxable as a real estate investment trust (a "REIT") under and in accordance with Sections 856 to 860 of the Code, currently qualifies for taxation as a REIT and has no plan or intention or knowledge of facts that would likely cause it to fail to qualify for taxation as a REIT in the foreseeable future.

(h) The Preferred Stock issuable upon exchange of the Preference Units in accordance with the Agreement of Limited Partnership have been duly and validly reserved for issuance, and upon issuance in accordance with this Agreement, the Agreement of Limited Partnership and the Charter, shall be duly and validly issued, fully paid and non-assessable. The Preference Units have been duly authorized and upon contribution of the Contribution Amount to the Operating Partnership will be validly issued, fully paid and non-assessable.

(i) Neither the issuance, sale or delivery of the Preference Units nor, upon

exchange, the issuance and delivery of the Preferred Stock, is subject to any preemptive right of any Partner of Operating Partnership arising under law or the Agreement of Limited Partnership or any stockholder of the Company arising under applicable law or the Charter or Bylaws, or to any contractual right of first refusal or other right in favor of any Person. With the exception of the Charter and the Agreement of Limited Partnership, there are no agreements or understandings in effect restricting the voting rights, the distribution rights (except with respect to the Financing Agreements) or any other rights of the holders of the Preference Units, or upon exchange, the Preferred Stock.

(j) There is no action, suit, proceeding or investigation pending or, to the knowledge of the Company or the Operating Partnership, currently threatened against Operating Partnership or Company that questions the validity of this Agreement or the right of Operating Partnership or Company to enter into this Agreement, and to consummate the transactions contemplated hereby, or that would reasonably be expected to, either individually or in the aggregate, have a material adverse affect on the business, capitalization, operations, properties or condition (financially or otherwise) of Operating Partnership or Company, or result in any change in the current equity ownership of Operating Partnership or Company, nor is Company or Operating Partnership aware that there is any basis for the foregoing.

(k) Neither Operating Partnership nor Company is in conflict with, or in default or violation of (i) any law, rule, regulation, order, judgment or decree applicable to it or by which any of its properties or assets is bound or affected, or (ii) any note, bond, mortgage, indenture or obligation to which it is a party or by which Operating Partnership or Company or any property or asset of Company or Operating Partnership is bound or affected, except for any such conflicts, defaults or violations that would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the business, operations, properties or condition (financially or otherwise) of Operating Partnership or Company.

(l) Partnership and Company hereby consent to any pledge and release of such pledge of the Preference Units subject to and in accordance with the Agreement of Limited Partnership, and to any pledge and release of such pledge of any Preferred Stock into which such Preference Units are exchanged, to secure the obligations of Contributors.

(m) Operating Partnership has no plan or present intention of merging, consolidating, or selling or leasing all of its assets as an entirety, where the resulting, surviving or transferee entity is a corporation or otherwise not a pass-through entity.

Operating Partnership and Company hereby expressly permit Shearman & Sterling, as counsel to Contributors and Manager, to rely upon the representations and warranties set forth in this PARAGRAPH 8 as if such representations and warranties were made by Operating Partnership

and Company directly to Shearman & Sterling.

9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. The representations and warranties set forth in PARAGRAPHS 7 and 8 shall survive the Closing.

10. BROKERS. Each party represents and warrants to the other that it has dealt with no broker, finder or other person (collectively, "BROKER") with respect to this Agreement or the transactions contemplated hereby and that no Broker is entitled to a commission as a result of this transaction, except for Donaldson, Lufkin & Jenrette Securities Corporation. Operating Partnership is responsible for the commission to Donaldson, Lufkin & Jenrette Securities Corporation pursuant to a separate agreement. Each of (a) Operating Partnership and Company, severally and not jointly, on the one hand, and (b) Contributors on the other hand, agree to indemnify and hold harmless the other party against any loss, liability, damage, expense or claim incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party. Such indemnity obligation shall be deemed to include the payment of reasonable attorney's fees and court costs incurred in defending any such claim. The provisions of this PARAGRAPH 10 shall survive the Closing.

11. COMPLETE AGREEMENT. This Agreement represents the entire agreement between Contributors, Operating Partnership and Company covering everything agreed upon or understood in this transaction and all other prior agreements, written or oral, including any prior subscription agreements or letters, are merged into this Agreement. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof in effect between the parties. No change or addition shall be made to this Agreement except by a written agreement executed by Contributors, Operating Partnership and Company.

12. AUTHORIZED SIGNATORIES. The persons executing this Agreement for and on behalf of Contributors, Operating Partnership and Company each represent that they have the requisite authority to bind the entities on whose behalf they are signing.

13. PARTIAL INVALIDITY. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

14. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Michigan.

(b) Headings; Sections. All headings in this Agreement are inserted for convenience only and do not form part of this Agreement or limit, expand or otherwise

alter the meaning of any provisions hereof.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Facsimile signatures shall be deemed effective execution of this Agreement and may be relied upon as such by the other party. In the event facsimile signatures are delivered, originals of such signatures shall be delivered to the other party within three (3) business days after execution.

(d) No Benefit For Third Parties. The provisions of this Agreement are intended to be for the sole benefit of the parties hereto and their respective successors and permitted assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third party.

(e) Rights and Obligations. The rights and obligations of Contributors, Operating Partnership and Company shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(f) Limitation of Liability. The liability of Contributors hereunder shall be limited to the Contribution Amount.

15. NOTICES. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, delivered by nationally recognized overnight courier with proof of delivery thereof, sent by United States registered or certified mail (postage prepaid, return receipt requested) addressed as hereinafter provided or via telephonic facsimile transmission with proof of delivery in the form of a facsimile transmission confirmation report. Notice shall be sent and deemed given when (a) if personally delivered or via nationally recognized overnight courier, then upon receipt by the receiving party, or (b) if mailed, then three (3) days after being postmarked, or (c) if sent via telephonic facsimile transmission, then at the time set forth in the facsimile transmission confirmation report.

Any party listed below may change its address hereunder by notice to the other party listed below. Until further notice, notice and other communications hereunder shall be addressed to the parties listed below as follows:

If to Contributors: Belcrest Realty Corporation and
Belair Real Estate Corporation
c/o Eaton Vance Management
The Eaton Vance Building
255 State Street
Boston, Massachusetts 02109
Attention: Mr. Alan Dynner

Fax: (617) 338-8054

If to Operating Partnership or Company:

Sun Communities Operating Limited Partnership
Suite 145
31700 Middlebelt Road
Farmington Hills, Michigan 48334
Attention: Mr. Jeffrey P. Jorissen
Fax: (248) 932-3072

16. PRESS RELEASES. Contributors, Operating Partnership and Company each agrees that it will not issue any press release, advertisement or other public communication with respect to this Agreement or transaction contemplated therein without the prior consent of the other party hereto, except to the extent such communication is required by applicable law or the rules of the New York Stock Exchange; provided, however, that in such event, such party shall deliver a copy of such proposed press release to the other party prior to the publication thereof and shall grant the other party an opportunity to review the same and shall make reasonable revisions to such proposed press release requested by the other party.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day first written above.

CONTRIBUTORS:

BELCREST REALTY CORPORATION

By: /s/ William R Cross

Name: William R Cross
Title: Vice President

BELAIR REAL ESTATE CORPORATION

By: /s/ William R Cross

Name: William R Cross
Title: Vice President

(SIGNATURES CONTINUE ON NEXT PAGE)

OPERATING PARTNERSHIP:

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP

By: Sun Communities, Inc., its general partner

By: /s/ Jeffrey P. Jorissen

Name: Jeffrey P. Jorissen
Title: Chief Financial Officer

COMPANY:

SUN COMMUNITIES, INC.

By: /s/ Jeffrey P. Jorissen

Name: Jeffrey P. Jorissen
Title: Chief Financial Officer

EXHIBIT 99.2

ONE HUNDRED THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP

THIS ONE HUNDRED THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (this "AMENDMENT") is entered into as of September 29, 1999, by and between SUN COMMUNITIES, INC., a Maryland corporation (the "GENERAL PARTNER"), as the general partner of SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership (the "PARTNERSHIP"), BELCREST REALTY CORPORATION, a Delaware corporation ("BELCREST") and BELAIR REAL ESTATE CORPORATION, a Delaware corporation ("BELAIR"; each of Belcrest and Belair a "SERIES A PREFERRED PARTNER" and collectively "SERIES A PREFERRED PARTNERS").

RECITALS

A. The signatories hereto desire to amend that certain Second Amended and Restated Limited Partnership Agreement of Sun Communities Operating Limited Partnership, dated as of April 30, 1996, as amended by those certain amendments numbered one through one hundred two (collectively, as amended, the "AGREEMENT") as set forth herein; any capitalized term not defined herein shall have the respective meaning ascribed to it in the Agreement.

B. Section 11 of the Agreement authorizes the General Partner, as the holder of more than fifty percent (50%) of the OP Units, to amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree to continue the Partnership and amend the Agreement as follows:

1. Admission of New Partners. As of the date hereof (a) Belcrest has contributed $35,000,000 to the Partnership in exchange for the issuance to Belcrest of 1,400,000 Series A Preferred Units (as defined in the Agreement, as amended hereby), and (b) Belair has contributed $15,000,000 to the Partnership in exchange for the issuance of 600,000 Series A Preferred Units. The Series A Preferred Units issued to the Series A Preferred Partners have been duly issued and fully paid. The Series A Preferred Partners are hereby admitted to the Partnership, effective as of September 29, 1999, each as a new Limited Partner, and by execution of this Amendment the Series A Preferred Partners have agreed to be bound by all of the terms and conditions of the

Agreement, as amended hereby and hereby acknowledge receipt of a copy of the Agreement. Exhibit A of the Agreement is hereby deleted in its entirety and is replaced with EXHIBIT A to this Amendment.

2. Sections 3.1 and 3.2. Sections 3.1 and 3.2 of the Agreement are hereby deleted in their entirety and replaced with the following:

"3.1 OP UNITS

The Partners' interests in the Partnership are expressed in terms of OP Units and each Partner has been issued OP Units corresponding to the agreed value of its capital contribution. OP Units consist of Common OP Units, Preferred OP Units and Series A Preferred Units.

3.2 COMMON OP UNITS

The holders of the Common OP Units shall be entitled to receive distributions in accordance with Section 4.3, after payment of all accrued (i) Preferred Dividends, and (ii) Series A Priority Return. No distribution shall be made in respect of Common OP Units while any accrued (i) Preferred Dividends, or (ii) Series A Priority Return, remains unpaid unless all such unpaid amounts are paid simultaneously with such distribution."

3. Section 3.6(b). The second sentence of Section 3.6(b) of the Agreement is hereby amended by the insertion of the words "and preferred stock, including, without limitation, Series A Preferred Stock" after the words "other than its existing single class of common stock".

4. Section 3.6(c). Section 3.6(c) of the Agreement is hereby amended by the insertion of the words "(excluding Series A Preferred Units)" after the words "issue additional OP Units".

5. Section 3.8. Section 3.8(b) of the Agreement is hereby amended by the insertion of the sentence:

"Nothing contained in this Section 3.8(b) shall affect, in any manner adverse to the holders of the Series A Preferred Units, the rights of the holders of the Series A Preferred Units in Section 16 of this Agreement or in the Contribution Agreement with the Series A Preferred Partners."

6. Section 3.9. Section 3.9 of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.9 WITHDRAWALS

No Partner shall be entitled to withdraw any portion of its capital account, except by way of distribution pursuant to Sections 4.3, 8.2 and 16 hereof."

7. Section 9.1. Section 9.1 of the Agreement is hereby amended by (i) the insertion of the words "and SECTION 9.4" after the words "Subject to Section 9.3", and (ii) by adding the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 9.1, no Limited Partner may transfer all or any part of its OP Units if, in the opinion of counsel to the Partnership, such transfer would likely cause the Partnership to be a PTP (as defined in Section 16.1 below)."

8. Section 9.4. The following new Section 9.4 is hereby added to the Agreement:

"9.4 LIMITATIONS ON TRANSFER RESTRICTIONS

(a) Notwithstanding anything in this Agreement to the contrary, an exchange pursuant to SECTION 16.9 (Exchange Rights) below shall not be deemed a "transfer" within the purview of SECTION 9 (Transferability of Interests).

(b) Notwithstanding anything in this Agreement to the contrary, the General Partner shall be deemed to have consented to the admission of any transferee of the Series A Preferred Units as a substitute Limited Partner, provided (i) the provisions of SECTION 9.3(A) (Restrictions on Transfer) hereof are satisfied with respect to the transfer of Series A Preferred Units, (ii) that the effect of such admission would not cause the Partnership to be a PTP, (iii) such admission would not result in more than twenty partners within the meaning of Notice 88-75 (1988-2 C.B. 386) holding all outstanding Series A Preferred Units for so long as the Partnership satisfies the private placement safe harbor of Notice 88-75 (1988- 2 C.B. 386), and (iv) such transferee agrees to be bound by the terms of this Agreement.

9. Section 14.

(a) The definition of the term "TRANSFER" is hereby amended to include the following text at the end of the first sentence "; except that an exchange pursuant to SECTION 16.9 (Exchange Rights) below shall not be deemed a "transfer" hereunder."

(b) The second sentence of the definition of "OP UNITS" is hereby deleted in its entirety and replaced with the following, "OP Units consist of Common OP Units, Preferred OP Units and Series A Preferred Units."

(c) The following new definitions are inserted in Section 14 (Definitions) so as to preserve alphabetical order:

"CHARTER" shall mean the Articles of Amendment and Restatement of the General Partner, recorded on November 11, 1993, with the State of Maryland Department of Assessments and Taxation (the "SMDAT"), as amended by (i) that certain Articles of Amendment, recorded on June 20, 1997, with the SMDAT, and (ii) the Series A Articles Supplementary, and as may be further amended from time to time.

"DEPRECIATION" shall have the meaning set forth therefor in Section 4.2 hereof.

"EXCESS SERIES A UNITS" shall have the meaning set forth therefor in Section 16.9(a) hereof.

"ISSUANCE RATE" shall mean 9.125% per annum, determined on the basis of a 360-day year of twelve 30-day months.

"JUNIOR UNITS" shall have the meaning set forth therefor in Section 16.3(c) hereof.

"PARITY PREFERRED UNITS" shall have the meaning set forth therefor in Section 16.1 hereof.

"PTP" shall have the meaning set forth therefor in Section 16.1 hereof.

"REGULATIONS" shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Internal Revenue Code, as such regulations may be amended from time to time (including corresponding provisions and succeeding provisions).

"REVISED RATE" shall have the meaning set forth therefor in Section 16.3(a) hereof.

"SERIES A ARTICLES SUPPLEMENTARY" shall mean those Articles Supplementary of the General Partner establishing the 9.125% Series A Cumulative Redeemable Perpetual Preferred Stock of the General Partner and intended to be filed with the SMDAT on or about September 29, 1999.

"SERIES A EXCHANGE NOTICE" shall have the meaning set forth therefor in Section 16.9(b) hereof.

"SERIES A EXCHANGE PRICE" shall have the meaning set forth therefor in Section 16.9(a) hereof.

"SERIES A PREFERRED PARTNERS" means Belcrest and Belair, and their respective successors and permitted assigns.

"SERIES A PREFERRED UNIT DISTRIBUTION PAYMENT DATE" shall have the meaning set forth therefor in Section 16.3(a) hereof.

"SERIES A PREFERRED UNITS" shall have the meaning set forth therefor in Section 16.2 hereof.

"SERIES A PRIORITY RETURN" shall have the meaning set forth therefor in Section 16.1 hereof, as such meaning may be modified by the provisions of Section 16.3(a)(ii).

"SERIES A REDEMPTION PRICE" shall have the meaning set forth therefor in Section 16.6 hereof.

"SUBSIDIARY" shall have the meaning set forth therefor in Section 16.1 hereof.

10. Section 16. The following new Section 16 is inserted in the Agreement after Section 15 thereof:

"16. SERIES A PREFERRED UNITS.

SECTION 16.1 DEFINITIONS. For purposes of this Agreement, the term "PARITY PREFERRED UNITS" shall be used to refer to any class or series of OP Units of the Partnership now or hereafter authorized, issued or outstanding and expressly designated by the Partnership to rank on a parity with Series A Preferred Units with respect to distributions and rights upon voluntary or involuntary liquidation, winding-up or dissolution of the Partnership, and includes the Preferred OP Units. The term "SERIES A PRIORITY RETURN" shall mean, an amount equal to 9.125% per annum, determined on the basis of a 360 day year of twelve 30 day months (and for any period shorter than a full quarterly period for which distributions are computed, the amount of the distribution payable will be computed based on the ratio of the actual number of days elapsed in such period to ninety (90) days), cumulative to the extent not distributed for any given distribution period pursuant to Section 4.3 of the Agreement, of the stated value of $25.00 per Series A Preferred Unit, commencing on the date of issuance of such Series A Preferred Unit. The term "PTP" shall mean a "publicly traded partnership" within the meaning of Section 7704 of the Internal Revenue Code. The term "SUBSIDIARY" shall

mean with respect to any person, any corporation, partnership, limited liability company, joint venture or other entity of which a majority of (i) voting power of the voting equity securities or (ii) the outstanding equity interests, is owned, directly or indirectly, by such person.

SECTION 16.2 DESIGNATION AND NUMBER. A series of OP Units in the Partnership designated as the "9.125% Series A Cumulative Redeemable Perpetual Preferred Units" (the "SERIES A PREFERRED UNITS") is hereby established. The number of Series A Preferred Units shall be 2,000,000.

SECTION 16.3 DISTRIBUTIONS.

(a) Payment of Distributions.

(i) Subject to the rights of holders of Parity Preferred Units as to the payment of distributions, pursuant to Sections 4.3 and 8.2 of the Agreement, holders of Series A Preferred Units shall be entitled to receive, when, as and if declared by the Partnership acting through the General Partner, out of the Partnership's available cash, the Series A Priority Return.

(ii) In the event that on or prior to December 31, 1999, the Partnership's outstanding senior unsecured debt shall have either an unconditional, published (A) rating by Standard and Poor's Rating Group ("STANDARD AND POOR'S") exceeding "BBB" or (B) rating by Moody's Investors Service, Inc. ("MOODY'S") exceeding "Baa3", then, beginning on the date on which either of such foregoing conditions is met, the Series A Priority Return shall be 8.875% (the "REVISED RATE") of the original capital contribution per Series A Preferred Unit, in which case the designation of the Series A Preferred Units will change accordingly to reflect such new distribution rate; provided, that, if either (A) such Standard & Poor's unconditional published rating exceeding "BBB" or (B) such Moody's rating exceeding "Baa3" shall not be in effect on December 31, 1999, then the Revised Rate herein provided shall be void ab initio and the Partnership shall pay on December 31, 1999, in addition to the distribution then due to the holders of the Series A Preferred Units, the difference between (1) the distribution that would have accrued at the Issuance Rate during the current and any prior quarterly distribution period and (2) the distribution that actually accrued during such distribution periods at the voided Revised Rate.

(iii) Promptly after December 31, 1999, the parties hereto shall

execute, acknowledge and deliver or cause to be executed acknowledged and delivered all instruments and documents as may be reasonably necessary or desirable to memorialize the distribution rate revised in accordance with SECTION 16.3(A)(II) above and in effect from and after December 31, 1999.

(iv) All distributions shall be cumulative, shall accrue from the original date of issuance and will be payable (i) quarterly (such quarterly periods for purposes of payment and accrual will be the quarterly periods ending on the dates specified in this sentence) in arrears, on March 31, June 30, September 30 and December 31 of each year, commencing on December 31, 1999 (with the first such payment to include the amount accrued from the period commencing on the date hereof through and including December 31, 1999) and, (ii) in the event of (A) an exchange of Series A Preferred Units into Series A Preferred Stock (as defined in the Series A Articles Supplementary), or (B) a redemption of Series A Preferred Units, on the exchange date or redemption date, as applicable (each a "SERIES A PREFERRED UNIT DISTRIBUTION PAYMENT DATE"). The amount of the distribution payable for any period will be computed on the basis of a 360-day year of twelve 30-day months and for any period shorter than a full quarterly period for which distributions are computed, the amount of the distribution payable will be computed based on the ratio of the actual number of days elapsed in such period to ninety (90) days. If any date on which distributions are to be made on the Series A Preferred Units is not a Business Day (as defined in SECTION 14), then payment of the distribution to be made on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay) except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date. Distributions on the Series A Preferred Units will be made to the holders of record of the Series A Preferred Units on the relevant record dates to be fixed by the Partnership acting through the General Partner, which record dates shall in no event exceed fifteen (15) Business Days prior to the relevant Series A Preferred Unit Distribution Payment Date.

(b) Distributions Cumulative. Distributions on the Series A Preferred Units will accrue whether or not the terms and provisions of any agreement of the Partnership, including any agreement relating to its indebtedness at any time prohibit the declaration, setting aside for payment or current payment of distributions, whether or not the Partnership has earnings, whether or not there are

funds legally available for the payment of such of such distributions and whether or not such distributions are authorized. Accrued but unpaid distributions on the Series A Preferred Units will accumulate as of the Series A Preferred Unit Distribution Payment Date on which they first become payable. Distributions on account of arrears for any past distribution periods may be declared and paid at any time, without reference to a regular Series A Preferred Unit Distribution Payment Date to holders of record of the Series A Preferred Units on the record date fixed by the Partnership acting through the General Partner which date shall not exceed fifteen (15) Business Days prior to the payment date. Accumulated and unpaid distributions will not bear interest.

(c) Priority as to Distributions.

(i) So long as any Series A Preferred Units are outstanding, no distribution of cash or other property shall be authorized, declared, paid or set apart for payment on or with respect to any class or series of OP Units of the Partnership ranking junior as to the payment of distributions or rights upon a voluntary or involuntary liquidation, dissolution or winding-up of the Partnership to the Series A Preferred Units (collectively, "JUNIOR UNITS"), nor shall any cash or other property be set aside for or applied to the purchase, redemption or other acquisition for consideration of any Series A Preferred Units, any Parity Preferred Units or any Junior Units, unless, in each case, all distributions accumulated on all Series A Preferred Units and all classes and series of outstanding Parity Preferred Units have been paid in full. The foregoing sentence will not prohibit (a) distributions payable solely in OP Units ranking junior to the Series A Preferred Units as to the payment of distributions and rights upon a voluntary or involuntary liquidation, dissolution or winding-up of the Partnership, (b) the conversion of Junior Units or Parity Preferred Units into OP Units of the Partnership ranking junior to the Series A Preferred Units as to distributions and rights upon a voluntary or involuntary liquidation, dissolution or winding-up of the Partnership, or (c) the redemption of OP Units corresponding to any Series A Preferred Stock (as hereinafter defined), Parity Preferred Stock (as defined in the Series A Articles Supplementary) with respect to distributions or Junior Stock (as defined in the Series A Articles Supplementary) to be purchased by the General Partner pursuant to Article VII of the Charter to preserve the General Partner's status as a real estate investment trust, provided that such redemption shall be upon the same terms as the corresponding purchase pursuant to Article VII of the Charter.

(ii) So long as distributions have not been paid in full (or a sum

sufficient for such full payment is not irrevocably deposited in trust for immediate payment) upon the Series A Preferred Units, all distributions authorized and declared on the Series A Preferred Units and all classes or series of outstanding Parity Preferred Units shall be authorized and declared so that the amount of distributions authorized and declared per Series A Preferred Unit and such other classes or series of Parity Preferred Units shall in all cases bear to each other the same ratio that accrued distributions per Series A Preferred Unit and such other classes or series of Parity Preferred Units (which shall not include any accumulation in respect of unpaid distributions for prior distribution periods if such class or series of Parity Preferred Units do not have cumulative distribution rights) bear to each other.

(d) Distributions on OP Units held by General Partner. Notwithstanding anything to the contrary herein, distributions on OP Units held by the General Partner may be made, without preserving the priority of distributions described in Section 16.3(c)(i) and (ii), but only to the extent such distributions are required to preserve the real estate investment trust status of the General Partner.

(e) No Further Rights. Holders of Series A Preferred Units shall not be entitled to any distributions, whether payable in cash, other property or otherwise, in excess of the full cumulative distributions described herein.

SECTION 16.4 ALLOCATIONS. Section 4.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"4.2 PROFITS AND LOSSES

(a) Profits. Profits for any fiscal year (or portion thereof) shall be allocated in the following order and priority:

(i) first, to the General Partner, to the extent that losses previously allocated to the General Partner pursuant to Section 4.2(b)(iii) below for all prior fiscal years or other applicable periods exceed profits previously allocated to the General Partner pursuant to this Section 4.2(a)(i) for all prior fiscal years or other applicable periods,

(ii) second, to Partners holding Series A Preferred Units, to the extent that losses previously allocated to such Partners pursuant to Section 4.2(b)(ii) below for all prior fiscal years or other applicable

periods exceed profits previously allocated to such Partners pursuant to this Section 4.2(a)(ii) for all prior fiscal years or other applicable periods,

(iii) third, to Partners holding OP Units other than Series A Preferred Units, to the extent that losses previously allocated to such Partners pursuant to Section 4.2(b)(i) below for all prior fiscal years or other applicable periods exceed profits previously allocated to such Partners pursuant to this Section 4.2(a)(iii) for all prior fiscal years or other applicable periods,

(iv) fourth, to Partners holding Series A Preferred Units, to each such Partner pro rata in proportion to all Series A Preferred Units held by such Partner in proportion to all Series A Preferred Units outstanding, until each such Partner has been allocated profits equal to the excess of (x) the cumulative amount of Series A Priority Return all such Partners are entitled to receive as of the last day of the current fiscal year or other applicable period or to the date of redemption, to the extent such Series A Preferred Units are redeemed during such period, over (y) the cumulative profits allocated to all such Partners, pursuant to this Section 4.2(a)(iv) for all prior fiscal years or other applicable periods, and

(v) fifth, with respect to OP Units other than Series A Preferred Units, pro rata in proportion to the number of OP Units other than Series A Preferred Units, held by each such Partner as of the last day of the period for which such allocation is being made; provided, however, that the profits allocated to any Preferred OP Units pursuant to this Section 4.2(b)(v) for any calendar year shall not exceed the amount of Preferred Dividends thereon for that calendar year, and any such excess profits remaining after the application of such limitation shall be allocated to the holders of the Common OP Units, pro rata.

(b) Losses. Losses shall be allocated in the following order and priority:

(i) first, to the Partners (including the General Partner) holding OP Units, other than Series A Preferred Units, pro rata in proportion to the number of OP Units other than Series A Preferred Units held by each Partner as of the last day of the period for which such allocation is being made without causing any Partner to have an adjusted capital account deficit with respect to such OP Units,

(ii) second, to the Partners holding any Series A Preferred Units in accordance with the rights of the Series A Preferred Units, without causing any Partner to have an adjusted capital account deficit with respect to such Series A Preferred Units, and

(iii) third, to the General Partner.

To the extent permitted under Section 704 of the Internal Revenue Code, solely for purposes of allocating profits or losses in any taxable year (or a portion thereof) to Partners holding Series A Preferred Units pursuant to Section 4.2(a) and (b) hereof, items of profit or loss, as the case may be, shall not include depreciation, as adjusted under Regulations Section 1.704-1(b)(2) ("DEPRECIATION"), with respect to properties that are "ceiling limited" in respect of holders of Series A Preferred Units. For purposes of the preceding sentence, Partnership property shall be considered "ceiling limited" in respect of a holder of Series A Preferred Units if Depreciation attributable to such Partnership property which would otherwise be allocable to such Partner, without regard to this paragraph, exceeds Depreciation determined for federal income tax purposes attributable to such Partnership property which would otherwise be allocable to such holder by more than 5%."

SECTION 16.5 LIQUIDATION PROCEEDS.

(a) Upon any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Partnership, distributions on the Series A Preferred Units shall be made in accordance with Section 8.2 of the Agreement, except that Section 8.2 is hereby amended so that all references in Section 8.2 to (i) "Preferred OP Units" are revised to be "Preferred OP Units and Series A Preferred Units", and (ii) "Preferred Dividends" are revised to be "Preferred Dividends or Series A Priority Return, as the case may be."

(b) Notice. Written notice of any such voluntary or involuntary liquidation, dissolution or winding-up of the Partnership, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by (i) fax and (ii) by first class mail, postage pre-paid, not less than thirty (30) and not more than sixty (60) days prior to the payment date stated therein, to each record holder of the Series A Preferred Units at the respective addresses of such holders as the same shall appear on the transfer records of the Partnership.

(c) No Further Rights. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series A

Preferred Units will have no right or claim to any of the remaining assets of the Partnership.

(d) Consolidation, Merger or Certain Other Transactions. The voluntary sale, conveyance, lease, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the property or assets of the General Partner to, or the consolidation or merger or other business combination of the Partnership with or into, any corporation, trust, partnership, limited liability company or other entity (or of any corporation, trust, partnership, limited liability company or other entity with or into the Partnership) shall not be deemed to constitute a liquidation, dissolution or winding-up of the Partnership.

SECTION 16.6 OPTIONAL REDEMPTION.

(a) Right of Optional Redemption. The Series A Preferred Units may not be redeemed prior to the fifth (5th) anniversary of the issuance date. On or after such date, the Partnership shall have the right to redeem the Series A Preferred Units, in whole or in part, at any time or from time to time, upon not less than thirty (30) nor more than sixty (60) days written notice, at a redemption price, payable in cash, equal to the capital account balance of the holders of Series A Preferred Units (the "SERIES A REDEMPTION PRICE"); provided, however, that no redemption pursuant to this SECTION 16.6 will be permitted if the Series A Redemption Price does not equal or exceed $25.00 per Series A Preferred Unit plus the cumulative Series A Priority Return, whether or not declared, to the redemption date to the extent not previously distributed. If fewer than all of the outstanding Series A Preferred Units are to be redeemed, the Series A Preferred Units to be redeemed shall be selected pro rata (as nearly as practicable without creating fractional units).

(b) Limitation on Redemption.

(i) The Series A Redemption Price of the Series A Preferred Units (other than the portion thereof consisting of accumulated but unpaid distributions) will be payable solely out of the sale proceeds of capital stock of the General Partner, which will be contributed by the General Partner to the Partnership as additional capital contribution, or out of the sale of limited partner interests in the Partnership and from no other source. For purposes of the preceding sentence, "capital stock" means any equity securities (including Common Stock and Preferred Stock (as such terms are defined in the Charter)), shares, participation or other ownership interests (however designated) and any rights (other than debt securities convertible into or exchangeable for equity securities) or options to

purchase any of the foregoing.

(ii) The Partnership may not redeem fewer than all of the outstanding Series A Preferred Units unless all accumulated and unpaid distributions have been paid on all Series A Preferred Units for all quarterly distribution periods terminating on or prior to the date of redemption.

(c) Procedures for Redemption.

(i) Notice of redemption will be (A) faxed, and (B) mailed by the Partnership, by certified mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, addressed to the respective holders of record of the Series A Preferred Units at their respective addresses as they appear on the records of the Partnership. No failure to give or defect in such notice shall affect the validity of the proceedings for the redemption of any Series A Preferred Units except as to the holder to whom such notice was defective or not given. In addition to any information required by law, each such notice shall state: (1) the redemption date, (2) the Series A Redemption Price, (3) the aggregate number of Series A Preferred Units to be redeemed and if fewer than all of the outstanding Series A Preferred Units are to be redeemed, the number of Series A Preferred Units to be redeemed held by such holder, which number shall equal such holder's pro rata share (based on the percentage of the aggregate number of outstanding Series A Preferred Units the total number of Series A Preferred Units held by such holder represents) of the aggregate number of Series A Preferred Units to be redeemed, (4) the place or places where the Series A Preferred Units are to be surrendered for payment of the Series A Redemption Price, (5) that distributions on the Series A Preferred Units to be redeemed will cease to accumulate on such redemption date and (6) that payment of the Series A Redemption Price will be made upon presentation and surrender of such Series A Preferred Units.

(ii) If the Partnership gives a notice of redemption in respect of Series A Preferred Units (which notice will be irrevocable) then, by 12:00 noon, New York City time, on the redemption date, the Partnership will deposit irrevocably in trust with Boston Equiserve, its transfer agent (or any successor entity, provided such entity is a third party, unrelated to the Company and the Partnership) for the benefit of the Series A Preferred Units being redeemed funds sufficient to pay the applicable Series A Redemption Price and will give irrevocable instructions to such transfer

agent and authority to pay such Series A Redemption Price to the holders of the Series A Preferred Units upon surrender of the Series A Preferred Units by such holders at the place designated in the notice of redemption. If the Series A Preferred Units are evidenced by a certificate and if fewer than all Series A Preferred Units evidenced by any certificate are being redeemed, a new certificate shall be issued upon surrender of the certificate evidencing all Series A Preferred Units, evidencing the unredeemed Series A Preferred Units without cost to the holder thereof. On and after the date of redemption, distributions will cease to accumulate on the Series A Preferred Units or portions thereof called for redemption, unless the Partnership defaults in the payment thereof. If any date fixed for redemption of Series A Preferred Units is not a Business Day, then payment of the Series A Redemption Price payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay) except that, if such Business Day falls in the next calendar year, such payment will be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date fixed for redemption. If payment of the Series A Redemption Price is improperly withheld or refused and not paid by the Partnership, distributions on such Series A Preferred Units will continue to accumulate from the original redemption date to the date of payment, in which case the actual payment date will be considered the date fixed for redemption for purposes of calculating the applicable Series A Redemption Price.

SECTION 16.7 VOTING RIGHTS.

(a) General. Holders of the Series A Preferred Units will not have any voting rights or right to consent to any matter requiring the consent or approval of the Limited Partners, except as set forth in SECTION 11 (AMENDMENTS) of the Agreement and except as set forth below.

(b) Certain Voting Rights. So long as any Series A Preferred Units remain outstanding, the Partnership shall not, without the affirmative vote of the holders of at least two-thirds of the Series A Preferred Units outstanding at the time (i) (A) authorize or create, or increase the authorized or issued amount of, any class or series of OP Units ranking senior to the Series A Preferred Units with respect to payment of distributions or rights upon liquidation, dissolution or winding-up, or (B) reclassify any OP Units of the Partnership into any such senior OP Units, or (C) create, authorize or issue any obligations or security convertible into or evidencing the right to purchase any such senior OP Units, (ii) (A) authorize or create, or increase the authorized or issued amount of any Parity

Preferred Units (or any OP Units which purport to be on parity with the Series A Preferred Units as to either (but not both) distributions or rights upon dissolution, liquidation or winding-up), or (B) reclassify any OP Unit into any such Parity Preferred Units (or any OP Units which purport to be on parity with the Series A Preferred Units as to either (but not both) distributions or rights upon dissolution, liquidation or winding-up), or (C) create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such Parity Preferred Units (or any OP Units which purport to be on parity with the Series A Preferred Units as to either (but not both) distributions or rights upon dissolution, liquidation or winding-up), but only to the extent such Parity Preferred Units (or any OP Units which purport to be on parity with the Series A Preferred Units as to either (but not both) distributions or rights upon dissolution, liquidation or winding-up) are issued to an affiliate (as defined in Section 14) of the Partnership, unless (y) such affiliate is the General Partner and such Parity Preferred Units (or any OP Units which purport to be on parity with the Series A Preferred Units as to either (but not both) distributions or rights upon dissolution, liquidation or winding-up) correspond to preferred shares issued to a nonaffiliate of the Partnership or (z) such Parity Preferred Units (or any OP Units which purport to be on parity with the Series A Preferred Units as to either (but not both) distributions or rights upon dissolution, liquidation or winding-up) are issued upon terms determined by the General Partner's Board of Directors (such determination to include the affirmative approval of a majority of all disinterested directors) to be no more favorable to the holders thereof than those it would offer in an arm's length transaction to an unrelated party; or (iii) either (A) consolidate, merge into or with, or convey, transfer or lease its assets substantially as an entirety to, any corporation or other entity or (B) amend, alter or repeal the provisions of the Agreement, whether by merger, consolidation or otherwise, in each case, that would materially and adversely affect the powers, special rights, preferences, privileges or voting power of the Series A Preferred Units or the holders thereof; provided, however, that with respect to the occurrence of a merger, consolidation or a sale or lease of all of the Partnership's assets as an entirety, so long as (1) the Partnership is the surviving entity and the Series A Preferred Units remain outstanding with the terms thereof unchanged, or (2) the resulting, surviving or transferee entity is a partnership, limited liability company or other pass-through entity, or after a date not sooner than the date which is three (3) years after the date hereof, a corporation (or other nonpass-through entity), in each case, organized under the laws of any state and substitutes the Series A Preferred Units for other interests in such entity having substantially the same terms and rights as the Series A Preferred Units, including with respect to distributions, voting rights and rights upon liquidation, dissolution or winding-up, then the occurrence of any such event shall not be deemed to materially and adversely affect such rights, privileges or voting powers of the holders of the

Series A Preferred Units.

SECTION 16.8 TRANSFER RESTRICTIONS. The Series A Preferred Units shall be subject to the provisions of SECTION 9 of the Agreement.

SECTION 16.9 EXCHANGE RIGHTS.

(a) Right to Exchange.

(i) Series A Preferred Units will be exchangeable in whole, but not in part unless expressly otherwise provided herein, at anytime on or after the tenth (10th) anniversary of the date of issuance, at the option of the holders of at least 51% of all outstanding Series A Preferred Units, for authorized but previously unissued shares of 9.125% Series A Cumulative Redeemable Preferred Stock of the General Partner (the "SERIES A PREFERRED STOCK") at an exchange rate of one share of Series A Preferred Stock for one Series A Preferred Unit, subject to adjustment as described below (the "SERIES A EXCHANGE PRICE"), provided that the Series A Preferred Units will become exchangeable at any time, in whole, but not in part unless expressly otherwise provided herein, at the option of the holders of at least 51% of all outstanding Series A Preferred Units (x) if at any time full distributions shall not have been made on the Series A Preferred Unit Distribution Payment Date on any Series A Preferred Unit with respect to six (6) prior quarterly distribution periods, whether or not consecutive, provided, however, that a distribution in respect of Series A Preferred Units shall be considered timely made on the Series A Preferred Unit Distribution Payment Date if made within two (2) Business Days after the applicable Series A Preferred Unit Distribution Payment Date if at the time of such late payment there shall not be any prior quarterly distribution periods in respect of which full distributions were made more than two (2) Business Days after the applicable Series A Preferred Unit Distribution Payment Date, or (y) upon receipt by a holder or holders of Series A Preferred Units of (1) notice from the General Partner that the General Partner or a Subsidiary of the General Partner has taken the position that the Partnership is, or upon the occurrence of a defined event in the immediate future will be, a PTP and (2) an opinion rendered by an outside nationally recognized independent counsel familiar with such matters addressed to a holder or holders of Series A Preferred Units, that the Partnership is or likely is, or upon the occurrence of a defined event in the immediate future will be or likely will be, a PTP.

In addition, the Series A Preferred Units may be exchanged for

Series A Preferred Stock, in whole, but not in part unless expressly otherwise provided herein, at the option of holders of at least 51% of all outstanding Series A Preferred Units prior to the tenth (10th) anniversary of the issuance date and after the third (3rd) anniversary thereof if such holders shall deliver to the General Partner either (i) a private letter ruling addressed to such holder of Series A Preferred Units or (ii) an opinion of independent counsel reasonably acceptable to the General Partner based on the enactment of temporary or final Treasury Regulations or the publication of a Revenue Ruling, in either case to the effect that an exchange of the Series A Preferred Units at such earlier time would not cause the Series A Preferred Units to be considered "stock and securities" within the meaning of Section 351(e) of the Internal Revenue Code for purposes of determining whether the holder of such Series A Preferred Units is an "investment company" under section 721(b) of the Internal Revenue Code if an exchange is permitted at such earlier date.

Additionally, the Series A Preferred Units may be exchanged for Series A Preferred Stock, in whole, but not in part unless expressly otherwise provided herein, at the option of holders of at least 51% of all outstanding Series A Preferred Units, at any time after the third (3rd) anniversary of the date hereof, in the event the Partnership merges, consolidates, or sells or leases all of its assets as an entirety, where the resulting, surviving or transferee entity is a corporation or otherwise not a pass-through entity.

Furthermore, the Series A Preferred Units may be exchanged in whole but not in part by any holder thereof which is a real estate investment trust within the meaning of Sections 856 through 859 of the Internal Revenue Code for Series A Preferred Stock (but only if the exchange in whole may be accomplished consistently with the ownership limitations set forth under Article VII of the Charter of the General Partner (taking into account exceptions thereto)) if at any time, (i) the Partnership reasonably determines that the assets and income of the Partnership for a taxable year after 1999 would not satisfy the income and assets tests of Section 856 of the Internal Revenue Code for such taxable year if the Partnership were a real estate investment trust within the meaning of the Internal Revenue Code or (ii) any such holder of Series A Preferred Units shall deliver to the Partnership and the General Partner an opinion of independent counsel reasonably acceptable to the General Partner to the effect that, based on the assets and income of the Partnership for a taxable year after 1999, the Partnership would not satisfy the income and assets tests of Section 856 of the Internal Revenue Code for such taxable year if

the Partnership were a real estate investment trust within the meaning of the Internal Revenue Code and that such failure would create a meaningful risk that a holder of the Series A Preferred Units would fail to maintain qualification as a real estate investment trust.

(ii) Notwithstanding anything to the contrary set forth in SECTION 16.9(A)(I) hereof, if a Series A Exchange Notice (as defined herein) has been delivered to the General Partner, then the General Partner may, at its option, elect to redeem or cause the Partnership to redeem all or a portion of the outstanding Series A Preferred Units for cash in an amount equal to the original capital contribution per Series A Preferred Unit plus all accrued and unpaid distributions thereon to the date of redemption. The General Partner may exercise its option to redeem the Series A Preferred Units for cash pursuant to this SECTION 16.9(A)(II) hereof by giving each holder of record of Series A Preferred Units notice of its election to redeem for cash, within five (5) Business Days after receipt of the Series A Exchange Notice, by (m) fax, and (n) registered mail, postage paid, at the address of each holder as it may appear on the records of the Partnership stating (A) the redemption date, which shall be no later than sixty (60) days following the receipt of the Series A Exchange Notice, (B) the redemption price, (C) the place or places where the Series A Preferred Units are to be surrendered for payment of the redemption price, (D) that distributions on the Series A Preferred Units will cease to accrue on such redemption date; (E) that payment of the redemption price will be made upon presentation and surrender of the Series A Preferred Units and (F) the aggregate number of Series A Preferred Units to be redeemed, and if fewer than all of the outstanding Series A Preferred Units are to be redeemed, the number of Series A Preferred Units to be redeemed held by such holder, which number shall equal such holder's pro-rata share (based on the percentage of the aggregate number of outstanding Series A Preferred Units the total number of Series A Preferred Units held by such holder represents) of the aggregate number of Series A Preferred Units being redeemed.

(iii) In the event an exchange of all or a portion of Series A Preferred Units pursuant to SECTION 16.9(A)(I) hereof would violate the provisions on ownership limitation of the General Partner set forth in Article VII of the Charter with respect to the Series A Preferred Stock, the General Partner shall give written notice thereof to each holder of record of Series A Preferred Units, within five (5) Business Days following receipt of the Series A Exchange Notice, by (m) fax, and (n) registered mail, postage prepaid, at the address of each such holder set forth in the

records of the Partnership. In such event, each holder of Series A Preferred Units shall be entitled to exchange, pursuant to the provision of SECTION 16.9(B) a number of Series A Preferred Units which would comply with the provisions on the ownership limitation of the General Partner set forth in such Article VII of the Charter and any Series A Preferred Units not so exchanged (the "EXCESS SERIES A UNITS") shall be redeemed by the Partnership for cash in an amount equal to the original capital contribution per Excess Series A Unit, plus any accrued and unpaid distributions thereon, whether or not declared, to the date of redemption. The written notice of the General Partner shall state (A) the number of Excess Series A Units held by such holder, (B) the redemption price of the Excess Series A Units, (C) the date on which such Excess Series A Units shall be redeemed, which date shall be no later than sixty (60) days following the receipt of the Series A Exchange Notice, (D) the place or places where such Excess Series A Units are to be surrendered for payment of the Series A Redemption Price, (E) that distributions on the Excess Series A Units will cease to accrue on such redemption date, and (F) that payment of the redemption price will be made upon presentation and surrender of such Excess Series A Units. In the event an exchange would result in Excess Series A Units, as a condition to such exchange, each holder of such units agrees to provide representations and covenants reasonably requested by the General Partner relating to (1) the widely held nature of the interests in such holder, sufficient to assure the General Partner that the holder's ownership of stock of the General Partner will not cause any individual to own the stock of the General Partner in excess of the Ownership Limit (as defined in the Charter); and (2) to the extent such holder can so represent and covenant without obtaining information from its owners, the holder's ownership of tenants of the Partnership and its affiliates (as defined in Section 14).

(iv) The redemption of Series A Preferred Units described in SECTION 16.9(A)(II) and (III) shall be subject to the provisions of SECTION 16.6(B)(I) and SECTION 16.6(C)(II); provided, however, that the term "Series A Redemption Price" in such Section shall be read to mean the original capital contribution per Series A Preferred Unit being redeemed plus all accrued and unpaid distributions to the redemption date.

(b) Procedure for Exchange.

(i) Any exchange shall be exercised pursuant to a notice of exchange (the "SERIES A EXCHANGE NOTICE") delivered to the General Partner by the holder who is exercising such exchange right, by (A) fax and (B) by certified mail postage prepaid. The exchange of Series A

Preferred Units, or a specified portion thereof, may be effected after the fifth (5th) Business Day following receipt by the General Partner of the Series A Exchange Notice by delivering certificates, if any, representing such Series A Preferred Units to be exchanged together with, if applicable, written notice of exchange and a proper assignment of such Series A Preferred Units to the office of the General Partner maintained for such purpose. Currently, such office is:

Sun Communities, Inc.
Suite 145
31700 Middlebelt Road
Farmington Hills, Michigan 48334.

Each exchange will be deemed to have been effected immediately prior to the close of business on the date on which such Series A Preferred Units to be exchanged (together with all required documentation) shall have been surrendered and notice shall have been received by the General Partner as aforesaid and the Series A Exchange Price shall have been delivered. Any Series A Preferred Stock issued pursuant to this SECTION 16.9 shall be delivered as shares which are duly authorized, validly issued, fully paid and nonassessable, free of pledge, lien, encumbrance or restriction other than those provided in the Charter, the Bylaws of the General Partner, the Securities Act of 1933, as amended and relevant state securities or blue sky laws.

(ii) In the event of an exchange of Series A Preferred Units for shares of Series A Preferred Stock, an amount equal to the accrued and unpaid distributions, whether or not declared, to the date of exchange on any Series A Preferred Units tendered for exchange shall (A) accrue on the shares of the Series A Preferred Stock into which such Series A Preferred Units are exchanged, and (B) continue to accrue on such Series A Preferred Units, which shall remain outstanding following such exchange, with the General Partner as the holder of such Series A Preferred Units. Notwithstanding anything to the contrary set forth herein, in no event shall a holder of a Series A Preferred Unit that was validly exchanged into Series A Preferred Stock pursuant to this section (other than the General Partner now holding such Series A Preferred Unit), receive a cash distribution out of available cash of the Partnership, if such holder, after exchange, is entitled to receive a distribution with respect to the share of Series A Preferred Stock for which such Series A Preferred Unit was exchanged or redeemed.

(iii) Fractional shares of Series A Preferred Stock are not to be issued upon exchange but, in lieu thereof, the General Partner will pay a cash adjustment based upon the fair market value of the Series A Preferred Stock on the day prior to the exchange date as determined in good faith by the Board of Directors of the General Partner.

(c) Adjustment of Series A Exchange Price.

(i) The Exchange Price is subject to adjustment upon subdivisions, stock splits, stock dividends, combinations and reclassification of the Series A Preferred Stock.

(ii) In case the General Partner shall be a party to any transaction (including, without limitation, a merger, consolidation, statutory share exchange, tender offer for all or substantially all of the General Partner's capital stock or sale of all or substantially all of the General Partner's assets), in each case as a result of which the Series A Preferred Stock will be converted into the right to receive shares of capital stock, other securities or other property (including cash or any combination thereof), each Series A Preferred Unit will thereafter be exchangeable into the kind and amount of shares of capital stock and other securities and property receivable (including cash or any combination thereof) upon the consummation of such transaction by a holder of that number of shares of Series A Preferred Stock or fraction thereof into which one Series A Preferred Unit was exchangeable immediately prior to such transaction. The General Partner may not become a party to any such transaction unless the terms thereof are consistent with the foregoing.

SECTION 16.10 NO CONVERSION RIGHTS. The holders of the Series A Preferred Units shall not have any rights to convert such units into shares of any other class or series of stock or into any other securities of, or interest in, the Partnership or the General Partner, except for Series A Preferred Stock.

SECTION 16.11 NO SINKING FUND. No sinking fund shall be established for the retirement or redemption of Series A Preferred Units.

11. Governing Law. This Amendment shall be interpreted and enforced according to the laws of the State of Michigan.

12. Full Force and Effect. Except as amended by the provisions hereof, the Agreement, as previously amended, shall remain in full force and effect in accordance with its terms and is hereby ratified, confirmed and reaffirmed by the undersigned for all purposes and in all respects.

13. Successors/Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

14. Counterparts. This Amendment may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

(SIGNATURES APPEAR ON NEXT PAGE)

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

GENERAL PARTNER

SUN COMMUNITIES, INC.

By /s/ Jeffrey P. Jorissen

Name: Jeffrey P. Jorissen
Title: Senior Vice President

(SIGNATURES CONTINUE ON NEXT PAGE)

NEW LIMITED PARTNERS

BELCREST REALTY CORPORATION

By /s/ William R. Cross

Name: William R. Cross
Title: Vice President

BELAIR REAL ESTATE CORPORATION

By /s/ William R. Cross

Name: William R. Cross
Title: Vice President

EXHIBIT A

SCHEDULE OF PARTNERS, OP UNITS, PREFERRED OP UNITS
AND
SERIES A PREFERRED UNITS

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
General Partner			
Sun Communities, Inc., a Maryland Corporation 31700 Middlebelt Road Suite 145 Farmington Hills, Michigan 48334	17,433,258		
Limited Partners			
Gary A. Shiffman 31700 Middlebelt Road Suite 145 Farmington Hills, Michigan 48334	306,617		
Robert B. Bayer 31700 Middlebelt Road Suite 145 Farmington Hills, Michigan 48334	133,115		
Water Oak, Ltd. Winderweedle, Haines Ward & Woodman, P.A. 250 Park Avenue, South, 5th Floor Winter Park, Florida 32789-4388	8,888		
Albert P. Gollob 380 North Woodward Avenue Suite 206 Birmingham, Michigan 48009	25,000		
John F. O'Shea, as Trustee of the John F. O'Shea Declaration of Trust created under instrument dated January 2, 1996 380 North Woodward Avenue Suite 206	28,000		

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
Birmingham, Michigan 48009 Carmen O'Shea 380 North Woodward Avenue Suite 206 Birmingham, Michigan 48009	22,000		
Henry S. Gornbein Shapack, McCullough & Kanter, P.C. 4190 Telegraph Road Suite 3000 Bloomfield Hills, Michigan 48302-2082	6,126		
Robert J. Peters 40126 Pallazzo Street Clinton Township, Michigan 48038	7,747		
Nancy Kolender 3130 West Long Lake Road Orchard Lake, Michigan 48323	6,126		
Terran Shiffman Leemis 876 Covington Bloomfield Hills, Michigan 48301	25,000		
Gail Shiffman Hennes 14086 Ludlow Oak Park, Michigan 48237	17,500		
Audrey Shiffman (formerly Audrey Shiffman Langmaid) 2820 69th S.E. Mercier Island, Washington 98040	17,500		
Gary A. Shiffman as custodian for Matthew Shiffman under UGMA 31700 Middlebelt Road, Suite 145 Farmington Hills, Michigan 48334	1,000		
Gary A. Shiffman as custodian for Adam Shiffman under UGMA 31700 Middlebelt Road, Suite 145 Farmington Hills, Michigan 48334	1,000		
Gary A. Shiffman as custodian for	1,000		

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
Alex Shiffman under UGMA 31700 Middlebelt Road, Suite 145 Farmington Hills, Michigan 48334			
Audrey Shiffman (formerly Audrey Shiffman Langmaid) as custodian for Jessica Langmaid under UGMA 2829 69th S.E. Mercier Island, Washington 98040	1,000		
Audrey Shiffman (formerly Audrey Shiffman Langmaid) as custodian for Elizabeth Langmaid under UGMA 2829 69th S.E. Mercier Island, Washington 98040	1,000		
Gail Shiffman Hennes as custodian for Asher Hennes under UGMA 14086 Ludlow Oak Park, Michigan 48237	1,000		
Gail Shiffman Hennes as custodian for Rina Hennes under UGMA 14086 Ludlow Oak Park, Michigan 48237	1,000		
Terran Shiffman Leemis as custodian for Jennifer Leemis under UGMA 876 Covington Bloomfield Hills, Michigan 48301	875		
Terran Shiffman Leemis as custodian for Rachel Leemis under UGMA 876 Covington Bloomfield Hills, Michigan 48301	875		
Sherman Simon 9999 Collins Avenue Bal Harbour, Florida 33154	25,005		
Gerard Berger 10425 SW 129th Terrace Miami, Florida 33176	20,607		
Gerard Berger, Nominee 10425 SW 129th Terrace Miami, Florida 33176	4,942		

PARTNERS - --------	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
Robert Sentz 1287 Pigeon Roost Road Pulaski, TN 38478	15,811		
Royal Country, Ltd., a Florida ltd partnership c/o Gerard Berger 501 Brickell Key Drive, Suite 103 Miami, Florida 33131	20,420		
Paul Simon 3041 North 34th Street Hollywood, Florida 33021	17,955		
SI Enterprises, Inc., a Florida corporation 501 Brickell Key Drive, Suite 103 Miami, Florida 33131	56,893		
J.B.E. Inc., a Florida corporation 501 Brickell Key Drive, Suite 103 Miami, Florida 33131	41,071		
S.R.K. Financial, Inc., a Florida corporation 501 Brickell Key Drive, Suite 103 Miami, Florida 33131	27,676		
Mr. Herbert Rosen 4001 North Ocean Boulevard #804 Boca Raton, Florida 33431	25,000		
Louis Benson, Trustee 5701 Bayberry Lane Tamarac, Florida 33319	26,931		
Philip Benson 8 Bruns Road West Allenhurst, NJ 07711-1400	4,489		
Irwin Cantor #2 Bay Club Drive Apt. 21W Bayside, NY 11360	2,846		
Robin Fuchs P.O. Box 2520 Nantucket, MA 02584	4,489		

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
Jacob Glouberman 300 Winston Drive Cliffside Park, NJ 07010	3,646		
Robert Helfand APD0202 San Miguel Day Allende GTO, 37700 Mexico	7,293		
Eugene W. Kalkin 18 Pfizer Road Bernardsville, NJ 07924	14,308		
Morton Kaplan 18 Yale Drive Manhassett, NY 11030	4,994		
Saul Klaw 275 Madison Avenue New York, NY 10016	3,646		
Stanley C. Lesser Lesser & Harrison 2 West 45th Street New York, NY 10036	10,662		
Ysrael Seinuk 82 Tennis Place Forest Hills, NY 11375-5163	3,646		
Julius J. Shepard Revocable Trust c/o Dupont Plaza Hotel 300 Biscayne Boulevard, Suite 307 Miami, Florida 33131-2207	61,080		
Miriam Simon, as Custodian for Brian Simon 3041 North 34th Street Hollywood, Florida 33021	2,917		
Miriam Simon, as Custodian for Richard Simon 3041 North 34th Street Hollywood, Florida 33021	2,917		
Jeffrey Simon, as Custodian for Peter Simon 8915 SW 163rd Terrace	2,917		

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
Miami, Florida 33157			
Victor Matles P.O. Box 8493 Coral Springs, Florida 33075-8493	10,110		
Leonard Cooper 3 Lisa Drive Dix Hills, NY 11746	1,348		
Ofelia Glouberman 300 Winston Drive Cliffside Park, NJ 07010	1,348		
Adam Kalkin 18 Pfizer Road Bernardsville, NJ 07924	1,685		
Nancy Kalkin 18 Pfizer Road Bernardsville, NJ 07924	1,685		
Lawrence Kline Kline, Moore & Klein 2665 South Bayshore Drive Suite 903 Coconut Grove, Florida 33133	898		
Robert Kline Kline, Moore & Klein 2665 South Bayshore Drive Suite 903 Coconut Grove, Florida 33133	898		
James Lyons 120 Lincoln Road Winter Haven, Florida 33884	4,813		
Fanny Seinuk 82 Tennis Place Forest Hills, NY 11375-5163	1,348		
HTR Associates, Inc. a Florida corporation 501 Brickell Key Drive Suite 103 Miami, Florida 33131	6,738		
Steven M. Tracy, as Trustee of the	210,458		

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
Steven M. Tracy Declaration of Trust dated June 25, 1984 1765 Cypress Point Court Ann Arbor, Michigan 48108			
Steven M. Tracy, as Successor Trustee of the Phil F. Jenkins Revocable Living Trust created under agreement dated January 6, 1967, as amended 2041 Greenview Drive Ann Arbor, Michigan 48103	420,917		
Howard T. Rice, as Trustee of the Howard T. Rice Revocable Living Trust created under agreement dated March 10, 1967, as amended 4605 S. Ocean Blvd. Suite 7D Highland Beach, FL 33487	4,500		
Ronald A. House and Joanne K. House, Joint Tenants 1651 Chateau Dr, S.W. Wyoming, Michigan 49509-4914	5,056	41,456	
Robert L. Kramer and Ruth A. Kramer, Trustees of the Robert L. Kramer Trust U/T/A dated August 7, 1996 421 Buena Vista Drive Spring Lake, Michigan 49456-1734	5,056	32,497	
Charles R. Negley and Carroll S. Negley, Joint Tenants 9930 Caloosa Yacht & Racquet Drive Fort Myers, Florida 33919-3169	5,056	39,110	
The J. Lanting Family Limited Partnership 5999 Hillsborough Court		21,953	

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
Grandville, Michigan 49418			
Todd Lanting 6185 S. Routt Littleton, CO 80127		10,866	
Julie Lanting 856 Clarewood Ct. Holland, Michigan 49423		10,866	
Arlyn Lanting 1575 South Shore Drive Holland, Michigan 49423		221	
Vicki Essink 1069 Alden Court Holland, Michigan 49423		10,866	
Jaclyn Geerlings 557 Jasmine Drive Holland, Michigan 49423		10,866	
Lee DeVisser and Linda L. DeVisser, Co-Trustees of the Lee DeVisser Revocable Trust Created U/T/A dated 1/4/93 2480 53rd Street N.W. Boca Raton, FL 33496		3,925	
Tracy L. Decker 15341 Meadowwood Grand Haven, Michigan 49417		17,343	
Marlene Q. Helm 1301 Summac Muskegon, Michigan 49445		2,195	
Brian K. Orcutt 679 Lake Drive, S.E., Apt. #4 Grand Rapids, Michigan 49503		2,195	
Ronald L. Piasecki 17854 W. Spring Lake Road Spring Lake, Michigan 49456	17,000	220	
James R. Lanting 5999 Hillsborough Court Grandville, Michigan 49418		3,704	
Aspen Enterprises, Ltd.		100,455	

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
2757 44th Street, S.W. Suite 306 Grand Rapids, Michigan 49509			
Aspen Group 2757 44th Street, S.W. Suite 306 Grand Rapids, Michigan 49509	55,556	364,819	
Aspen-Brentwood Village Limited Partnership 2757 44th Street, S.W. Suite 306 Grand Rapids, Michigan 49509		5,911	
Aspen-West Michigan Investments L.L.C., 2757 44th Street, S.W. Suite 306 Grand Rapids, Michigan 49509		9,259	
Aspen Group-HE 2757 44th Street, S.W. Suite 306 Grand Rapids, Michigan 49509		42,827	
Aspen - Grand Estates Limited Partnership 2757 44th Street, S.W. Suite 306 Grand Rapids, Michigan 49509		4,433	
FC Group 2757 44th Street, S.W. Suite 306 Grand Rapids, Michigan 49509		201,411	
Aspen Group-KC 2757 44th Street, S.W. Suite 306 Grand Rapids, Michigan 49509	83,943	124,920	
Aspen-Paradise Investment Limited Partnership 2757 44th Street, S.W. Suite 306		18,210	

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
Grand Rapids, Michigan 49509			
Aspen-Arbor Investment Limited Partnership Suite 306 2757 44th Street, S.W. Grand Rapids, Michigan 49509		16,293	
Aspen-Breezy Hill II Limited Partnership Suite 306 2757 44th Street, S.W. Grand Rapids, Michigan 49509		58,199	
Aspen-Indian Investment Limited Partnership Suite 306 2757 44th Street, S.W. Grand Rapids, Michigan 49509		30,766	
Aspen- Silver Investment Limited Partnership 2757 44t Street, S.W. Suite 306 Grand Rapids, Michigan 49509		20,834	
Aspen-Bonita Investment Limited Partnership 2757 44th Street, S.W. Suite 306 Grand Rapids, Michigan 49509		42,673	
Aspen-Siesta Investment Limited Partnership Suite 306 2757 44th Street, S.W. Grand Rapids, Michigan 49509		75,982	
Joyce L. Gollob 380 North Woodward Avenue, Suite 206 Birmingham, Michigan 48009	25,000		
Margaret A. Bayer 5879 Seville Circle Orchard Lake, MI 48324	7,747		

PARTNERS - --------	COMMON OP UNITS --------	PREFERRED OP UNITS --------	SERIES A PREFERRED UNITS -----
Carol P. Hearne 49373 Chesterfield Court Shelby, MI 48315	7,747		
Karen Matles 395 NW 101st Terrace Coral Springs, FL 33071	1,000		
Harold Matles 24 Sherwood Rd. West Hartford, CT 06117	300		
Linda Schiavoni 10 Cove Road Sag Harbor, NY 11963	300		
Judith Pendrick 24501 Falena Avenue Torrance, CA 90501	300		
Keith D. Smith 9241 Potter Road Davison, MI 48423	107,133		
Susan K. Smith 13015 Sandhurst Court Grand Blanc, MI 48439	38,221		
Kelly M. Karr 650 Kingswood Avenue Eugene, Oregon 97401	5,672		
Milton M. Shiffman 31700 Middlebelt Road Suite 145 Farmington Hills, Michigan 48334	311,794		
Anders I, LLC 361 71st Avenue Greeley, CO 80634	13,158		
Jeffrey P. Jorissen c/o Sun Communities 31700 Middlebelt Road Suite 145 Farmington Hills, Michigan 48334	100,000		
Brian W. Fannon c/o Sun Communities	30,000		

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
31700 Middlebelt Road Suite 145 Farmington Hills, Michigan 48334			
Jonathan M. Colman c/o Sun Communities 31700 Middlebelt Road Suite 145 Farmington Hills, Michigan 48334	7,500		
Helene A. Lewis c/o Sun Communities 31700 Middlebelt Road Suite 145 Farmington Hills, Michigan 48334	4,000		
Clunet R. Lewis c/o Eltrax Systems, Inc. 2000 Town Center, Suite 690 Southfield, MI 48075	20,000		
Arthur A. Weiss c/o Jaffe, Raitt, Heuer & Weiss 1 Woodward Avenue, Suite 2400 Detroit, MI 48226	50,000		
Ira J. Jaffe c/o Jaffe, Raitt, Heuer & Weiss 1 Woodward Avenue, Suite 2400 Detroit, MI 48226	6,300		
Jeffrey G. Heuer c/o Jaffe, Raitt, Heuer & Weiss 1 Woodward Avenue, Suite 2400 Detroit, MI 48226	9,500		
Brian M. Hermelin 20500 Civic Center Drive, Suite 3000 Southfield, MI 48076	35,000		
Robert H. Orley 2000 N. Woodward Avenue Suite 130 Bloomfield Hills, MI 48304	35,000		
Daniel E. Bober	15,000		

PARTNERS	COMMON OP UNITS	PREFERRED OP UNITS	SERIES A PREFERRED UNITS
39047 Geneva Farmington Hills, MI 48331			
Creighton J. Weber 5240 Hollow Drive Bloomfield Hills, MI 48302	5,000		
James A. Simpson 1235 Lyonhurst Birmingham, MI 48009	4,725		
Belcrest Realty Corporation c/o Eaton Vance Management The Eaton Vance Building 255 State Street Boston, MA 02109			1,400,000
Belair Real Estate Corporation c/o Eaton Vance Corporation The Eaton Vance Building 255 State Street Boston, MA 02109			600,000

EXHIBIT 99.3

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "AGREEMENT"), dated as of September 29, 1999, is entered into by and between SUN COMMUNITIES, INC., a Maryland corporation (the "COMPANY"), and BELCREST REALTY CORPORATION, a Delaware corporation ("BELCREST") and BELAIR REAL ESTATE CORPORATION, a Delaware corporation ("BELAIR"; and together with Belcrest, the "CONTRIBUTORS").

RECITALS

WHEREAS, in connection with the offering of 3,000,000 9.125% Series A Cumulative Redeemable Preferred Units (the "SERIES A PREFERRED UNITS") of Sun Communities Operating Limited Partnership, a Michigan limited partnership (the "OPERATING PARTNERSHIP"), Contributors contributed to the Operating Partnership $50,000,000 in return for the Series A Preferred Units on terms and conditions set forth in the Contribution Agreement, dated as of the date hereof, by and among Belair, Belcrest, the Company and the Operating Partnership (the "CONTRIBUTION AGREEMENT");

WHEREAS, the Contributors will receive the Series A Preferred Units in exchange for cash contributed to the Operating Partnership;

WHEREAS, pursuant to that certain Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated as of April 30, 1996, as amended by (i) those certain amendments numbered one through one hundred two, and (ii) that certain One Hundred Third Amendment to the Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated as of the date hereof, and as further amended from time to time (collectively, as amended, the "AGREEMENT OF LIMITED PARTNERSHIP"), the Series A Preferred Units owned by the Contributors or their successors and assigns will be redeemable for cash or exchangeable for shares of the Company's 9.125% Series A Cumulative Redeemable Preferred Stock (the "PREFERRED STOCK") upon the terms and subject to the conditions contained therein; and

WHEREAS, in order to induce the Contributors to enter into the Contribution Agreement, the Company has agreed to enter into this Agreement and to provide registration rights set forth herein to the Contributors and any subsequent holder or holders of the Series A Preferred Units and Registrable Securities (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following capitalized defined terms shall have the following meanings:

"AFFILIATE" shall mean, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

"AGREEMENT" shall have the meaning set forth in the preamble.

"AGREEMENT OF LIMITED PARTNERSHIP" shall have the meaning set forth therefor in the Recitals.

"BELAIR" shall have the meaning set forth in the preamble.

"BELCREST" shall have the meaning set forth in the preamble.

"CLOSING DATE" shall mean the date of closing of the Operating Partnership's sale of Series A Preferred Units to the Contributors.

"COMPANY" shall have the meaning set forth in the preamble and shall also include the Company's successors or other parties who succeed to the Company's obligations hereunder.

"CONTRIBUTION AGREEMENT" shall have the meaning set forth in the preamble.

"CONTRIBUTORS" shall have the meaning set forth in the preamble and shall include their successors and permitted assigns.

"EXCHANGE ACT" shall mean the Securities Exchange Act of 1934, as amended, and any successor statute thereto, and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the relevant time.

"HOLDER" shall mean (i) any Contributor or (ii) any Person holding Registrable Securities as a result of a transfer or assignment of Registrable Securities to that Person other than pursuant to an effective Registration Statement or Rule 144 under the Securities Act, in each case where securities sold in such transaction may be resold in a public distribution without subsequent registration under the Securities Act, and together the Persons described in clauses (i) and (ii) hereof shall be "HOLDERS".

"INDEMNIFIED PARTY" shall have the meaning set forth in SECTION 7(C) hereof.

"INDEMNIFYING PARTY" shall have the meaning set forth in SECTION 7(C) hereof.

"OPERATING PARTNERSHIP" shall have the meaning set forth therefor in the Recitals.

"PERSON" shall mean an individual, partnership, corporation, trust, or unincorporated organization, or government or agency or political subdivision thereof.

"PIGGYBACK REGISTRATION" shall have the meaning set forth in SECTION 2(C) hereof.

"PREFERRED STOCK" shall have the meaning set forth therefor in the Recitals.

"PRIMARY REGISTRATION" shall have the meaning set forth in SECTION 2(C) hereof.

"PROSPECTUS" shall mean the prospectus included in a Registration Statement, including any preliminary Prospectus, and any such Prospectus as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and by all other amendments and supplements to such Prospectus, including post-effective amendments, and in each case including all material incorporated by reference therein.

"REGISTERING HOLDERS" shall have the meaning set forth in SECTION 2(B) hereof.

"REGISTRABLE SECURITIES" shall mean (i) the shares of Preferred Stock issued by the Company to the holders of the Series A Preferred Units in exchange for the Series A Preferred Units and (ii) any securities issued or issuable with respect to the Preferred Stock issued in exchange for the Series A Preferred Units by way of a stock split or stock dividend or in connection with a combination of shares recapitalization, merger, consolidation or other reorganization; provided, however, that the securities listed above shall cease to be Registrable Securities to the extent that (i) a Registration Statement with respect to such securities shall have been declared effective under the Securities Act and remains effective as provided herein, (ii) such securities are eligible for resale in a public distribution pursuant to Rule 144 without holding periods or volume limitations (iii) such securities have been disposed of pursuant to such Registration Statement, or (iv) such shares have been otherwise transferred pursuant to an applicable exemption under the Securities Act, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and such securities shall be freely transferable to the public in a transaction that would constitute a sale thereof without registration under the Securities Act.

"REGISTRATION EXPENSES" shall mean any and all expenses incident to the Company's performance of or compliance with this Agreement, including without limitation: (i) all SEC, stock exchange or National Association of Securities Dealers, Inc.

("NASD") registration, listing and filing fees, (ii) all reasonable fees and expenses incurred in connection with compliance with federal or state securities or blue sky laws (including reasonable fees and disbursements of counsel for any Underwriters and one counsel (reasonably acceptable to Company) to the Holders in connection with state or federal securities law compliance and blue sky qualification of any of the Registrable Securities and the preparation of a "blue sky" memorandum and compliance with the rules of the NASD), (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, duplicating, printing, delivering and distributing any Registration Statement, any Prospectus, any amendments or supplements thereto, any underwriting agreements, securities sales agreements, certificates and other documents relating to the performance of and compliance with this Agreement, (iv) all fees and expenses incurred in connection with the listing of any of the Registrable Securities on any securities exchange or the Nasdaq National Market pursuant to SECTION 4(K) hereof, (v) the fees and disbursements of counsel for the Company and of the independent public accountants of the Company (including, without limitation, the expenses of any annual or special audit and comfort letters required by the Underwriters), but excluding underwriting discounts and commission and transfer taxes, if any, relating to the sale or disposition of Registrable Securities by a Holder; (vi) Securities Act liability insurance, if the Company so desires; and (vii) fees and expenses of other Persons reasonably necessary in connection with the registration, including any experts, transfer agent or registrar, retained by the Company.

"REGISTRATION REQUEST" shall have the meaning set forth in SECTION 2(B) hereof.

"REGISTRATION STATEMENT" shall mean a Registration Statement of the Company which covers all of the Registrable Securities on an appropriate form under the Securities Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such Registration Statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"RULE 144" shall mean Rule 144 promulgated under the Securities Act, as such rule may be amended from time to time, or any similar or regulation hereafter adopted by the SEC providing for offers and sales of securities made in compliance therewith.

"SEC" shall mean the Securities and Exchange Commission or any successor federal agency.

"SECURITIES ACT" shall mean the Securities Act of 1933, as amended, and any successor statute thereto, and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the relevant time.

"SERIES A PREFERRED UNITS" shall have the meaning therefor set forth in the

Recitals.

"UNDERWRITER" means a securities dealer who purchases any Registrable Securities as principal and not as part of such dealer's market-making activities.

"UNDERWRITTEN OFFERING" shall mean a sale of securities of the Company to an underwriter or underwriters for reoffering to the public.

2. REGISTRATION UNDER THE SECURITIES ACT.

(A) FILING OF SHELF REGISTRATION STATEMENT. The Company shall file within sixty (60) days after all Series A Preferred Units shall be exchanged for Preferred Stock, a "shelf" Registration Statement providing for the sale of all of the Registrable Securities of the Holder. The Company shall use its best efforts to cause such shelf Registration Statement to be declared effective by the SEC within one hundred and twenty (120) days thereafter. The Company agrees to use its best efforts to keep the shelf Registration Statement continuously effective until the earliest of (A) 24 months following the effective date of the Registration Statement, (B) such time as all of the Registrable Securities have been sold pursuant to the Registration Statement or Rule 144, and (C) the date on which the Registrable Securities may be sold without holding periods or volume restrictions in accordance with Rule 144. Any offering pursuant to a shelf registration provided for in this SECTION 2(A) may, at the election of the Holders of a majority of the Registrable Securities, be an Underwritten Offering.

(B) DEMAND REGISTRATION.

(i) At any time during which a shelf Registration Statement is not effective with respect to the Registrable Securities, upon receipt of a written request (a "REGISTRATION REQUEST"), which shall include a description of such Holders' proposed method of distribution (which method may, at the election of the Holders of a majority of the Registrable Securities, also include an Underwritten Offering by a nationally recognized Underwriter selected by the Company and reasonably acceptable to the Registering Holders) from Holders holding Registrable Securities having an aggregate expected offering price of at least $25,000,000 (or, all remaining Registrable Securities if all such remaining Registrable Securities shall have an aggregate expected offering price of less than $25,000,000), the Company shall (i) promptly give notice of the Registration Request to all non-requesting Holders and (ii) prepare and file with the SEC, within sixty (60) days after receipt of such Registration Request, a Registration Statement for the sale of all Registrable Securities held by the requesting Holders and any other Holder who makes a written request of the Company to have her or his Registrable Securities included in such Registration Statement, which such written request must be received by the Company within ten (10) days after such Holder receives the Registration Request (all of such Holders, collectively, the "REGISTERING HOLDERS"). Upon receipt of such written request, the Company shall use its best efforts to cause such Registration Statement to be

declared effective within one hundred twenty (120) days after receipt of a Registration Request. The Company shall keep such Registration Statement continuously effective until the earlier of either: (i) the date on which all Registrable Securities have been sold pursuant to such Registration Statement or Rule 144 or (ii) two (2) years from the effective date of the Registration Statement.

(ii) The Company shall not be required to effect more than three registrations pursuant to this SECTION 2(B).

(iii) If any of the Registrable Securities registered pursuant to a Registration Statement filed under this SECTION 2(B) are to be sold in an Underwritten Offering, and the lead managing Underwriter advises the Registering Holders in writing that in its opinion the total number or dollar amount of Registrable Securities proposed to be sold in such offering is such as to materially and adversely affect the success of such offering, then the Company will include in such registration, first, the Registrable Securities of the Registering Holders and, second, any securities to be sold for the account of the Company and for the account of other security holders of the Company who have contractual rights to participate in such registration (the "OTHER HOLDERS") electing to include (but not being entitled to demand inclusion of) securities in such registration (it being understood that such lead managing Underwriter shall have the right to eliminate entirely the participation in such registration of the Company and such Other Holders).

(iv) The Company shall be entitled to postpone, for a reasonable period of time not in excess of ninety (90) days, the filing of a Registration Statement of the Company, if it determines, in the good faith exercise of its reasonable business judgement, that such registration and offering could materially adversely affect the bona fide financing plans of the Company or would require the disclosure of information, the premature disclosure of which could materially adversely affect the Company or any transaction under consideration by the Company; provided, however, that the Company shall not be entitled to such postponement more than once in any 360-day period.

(C) PIGGYBACK REGISTRATION RIGHTS.

(i) If the Company proposes to file a Registration Statement under the Securities Act with respect to an offering by the Company for its own account (a "PRIMARY REGISTRATION") or for the account of any of its respective security holders (other than a registration statement on Form S-4 or S-8 (or any substitute form that may be adopted by the SEC) or filed in connection with an exchange offer or offering of securities solely to the Company's existing security holders)(a "SECONDARY REGISTRATION") and a Registration Statement is not otherwise effective with respect to the Preferred Stock issuable upon exchange of the Series A Preferred Units, then the Company shall promptly give written notice of such proposed filing to the Holders of Registrable Securities and such notice shall offer such Holders the opportunity to register

such number of shares of Registrable Securities as each such Holder may request (a "PIGGYBACK REGISTRATION"). The Company shall use its all commercially reasonable efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested to be included in a Piggyback Registration to be included on the same terms and conditions as any similar securities of the Company included therein.

(ii) Any Holder requesting inclusion of Registrable Securities pursuant to this SECTION 2(C) may, prior to the effective date of the Registration Statement relating to such registration, revoke such request by delivering written notice of such revocation to the Company and the managing Underwriter, if any, at least two (2) business days prior to the effective date of the registration; provided, however, that if the Company, in consultation with its financial and legal advisors, determines that such revocation would materially delay the registration or otherwise require a recirculation of the Prospectus contained in the Registration Statement, then such Holder shall have no such right to revoke its request. If the withdrawal of any Registrable Securities would allow, within the marketing limitations set forth above, the inclusion in the underwriting of a greater number of shares of Registrable Securities, then, to the extent practicable and without delaying the underwriting, the Company shall offer to the Holders an opportunity to include additional shares of Registrable Securities, which additional Registrable Securities shall be included in such registration pro rata among the holders of Registrable Securities requesting such registration and the holders of such other securities on the basis of the number of securities requested for inclusion in such registration by each such holder. Any Registrable Securities excluded or withdrawn from such underwriting shall also be withdrawn from registration and shall not be transferred in a public distribution prior to ninety (90) days after the effective date of the Registration Statement relating thereto, or such shorter period of time as the managing Underwriter may require.

(iii) The Company shall have the right to terminate or withdraw any registration initiated by it under this SECTION 2(C) prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration.

(D) REDUCTION IN AMOUNT OF SECURITIES. Notwithstanding anything contained herein, if the managing Underwriter or Underwriters of an offering described in this SECTION 2 are of the opinion that (i) the size of the offering that the Holders, the Company and/or such other Persons intend to make, or (ii) the kind of the securities that the Holders, the Company and/or any other persons or entities intend to include in such offering are such that the success of the offering would be materially and adversely affected by inclusion of the Registrable Securities requested to be included, then (A) if the size of the offering is the basis of such Underwriter's opinion, the amount of securities to be offered for the accounts of Holders shall be reduced pro-rata (on the basis of the Registrable Securities proposed for registration) to the extent necessary to reduce the total amount of securities to be included in such offering to the amount

recommended by such managing Underwriter or Underwriters; provided that if securities are being offered for the account of other Persons as well as the Company, then (1) in the case of a Primary Registration, the reduction in the amount of securities requested to be offered shall be made first pro-rata among securities offered for the accounts of Holders and such other Persons, and (2) in the case of a Secondary Registration, the reduction in the amount of such securities requested to be offered shall be made in accordance with the terms of the registration rights agreement pursuant to which such Secondary Registration is made, provided that if any such registration rights agreement is silent with respect to reductions in shares being registered thereunder, then with respect to the Registrable Securities intended to be offered by Holders, the proportion by which the amount of such class of securities intended to be offered by Holders is reduced shall not exceed the proportion by which the amount of such class of securities intended to be offered by such other Persons is reduced, and (B) if the combination of securities to be offered is the basis of such Underwriter's opinion, (x) the Registrable Securities to be included in such offering shall be reduced as described in clause (A) above, or (y) if the actions described in clause (x) would, in the judgment of the managing Underwriter, be insufficient to substantially eliminate the adverse effect that inclusion of the Registrable Securities requested to be included would have on such offering, such Registrable Securities will be excluded from such offering.

(E) EXPENSES. The Company shall pay all Registration Expenses in connection with any registration undertaken pursuant to SECTIONS 2(A), 2(B) and 2(C) hereof. The Holder shall pay all underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of such Holder's Registrable Securities pursuant to the Registration Statement.

3. HOLD-BACK AGREEMENT.

Each Holder of Registrable Securities shall not effect any public sale or distribution of securities of the Company of the same or similar class or classes of the securities included in the Registration Statement or any securities convertible into or exchangeable or exercisable for such securities, including a sale pursuant to Rule 144 or Rule 144A under the Securities Act, during such periods as reasonably requested by the Underwriter in an underwritten public offering by the Company; provided that no Holder shall be so obligated under this SECTION 3 in the event that any such period requested by the Underwriter is longer than one hundred (100) days or occurs more than once in any twelve (12) month period.

4. REGISTRATION PROCEDURES.

In connection with the obligations of the Company with respect to a Registration Statement pursuant to SECTIONS 2(A), 2(B) and 2(C) hereof, the Company shall use its best efforts to effect or cause to be effected the registration of the Registrable Securities under the Securities Act to permit the sale of such Registrable Securities by the Holder in accordance with its intended method or methods of distribution, and the Company shall:

(A) prepare and file with the SEC, as specified in SECTION 2 hereof, a Registration

Statement, which Registration Statement shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith, and use its best efforts to cause such Registration Statement to become effective and remain effective in accordance with SECTION 2 hereof;

(B) subject to SECTION 4(J) hereof, prepare and file with the SEC such amendments and post-effective amendments to each such Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period; cause each such Prospectus to be supplemented by any required prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 or any similar rule that may be adopted under the Securities Act; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by each Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the selling Holder thereof;

(C) furnish to the Holder of Registrable Securities without charge, as many copies of each Prospectus, including each summary prospectus or preliminary Prospectus, and any amendment or supplement thereto and such other documents as such Holder may reasonably request, in order to facilitate the public sale or other disposition of the Registrable Securities; the Company consents to the use of any such Prospectus, including each preliminary Prospectus, by the Holder of Registrable Securities, if any, in connection with the offering and sale of the Registrable Securities covered by any such Prospectus;

(D) use its best efforts to register or qualify, or obtain exemption from registration or qualification for, all Registrable Securities by the time the applicable Registration Statement is declared effective by the SEC under all applicable state securities or "blue sky" laws of such jurisdictions as the Holder of Registrable Securities covered by a Registration Statement shall reasonably request in writing, keep each such registration or qualification or exemption effective during the period such Registration Statement is required to be kept effective and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holder to consummate the disposition in each such jurisdiction of such Registrable Securities owned by such Holder; provided, however, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction or to register as a broker or dealer in such jurisdiction where it would not otherwise be required to qualify but for this SECTION 4(D), (ii) subject itself to taxation in any such jurisdiction, or (iii) submit to the general service of process in any such jurisdiction;

(E) notify the Holder of Registrable Securities promptly and, if requested by such Holder, confirm such advice in writing (i) when a Registration Statement has become effective and when any post-effective amendments and supplements thereto become effective, (ii) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, and (iii) of the happening of any event during the period a Registration Statement is effective as a result of which such Registration Statement or the related Prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or

necessary to make the statements therein not misleading, and (iv) of the Company's receipt of any notification of the suspension of the qualification of any Registrable Securities covered by a Registration Statement for sale in any jurisdiction; in the event the Company shall give notice as to the occurrence of any event described SECTIONS 4(E)(II), 4(E)(III) or 4(E)(IV) hereof, the Company shall extend the period during which such Registration Statement shall be maintained effective by the number of days during the period from and including the date of the giving of such notice to the date the Company delivers notice that disposition may be made;

(F) furnish to the Holder of Registrable Securities copies of any request by the SEC or any state securities authority of amendments or supplements to a Registration Statement and Prospectus or for additional information;

(G) make all commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement at the earliest possible moment;

(H) provide to the Holders, at no cost to such Holders, a copy of the Registration Statement and any amendment thereto with respect to Registrable Securities, each Prospectus contained in such Registration Statement or post-effective amendment and any amendment or supplement thereto and such other documents as such Holders may reasonably request in order to facilitate the disposition of their Registrable Securities covered by such Registration Statement; the Company consents to the use of each such Prospectus and any supplement thereto by such Holders in connection with the offering and sale of their Registrable Securities covered by such Registration Statement or any amendment thereto;

(I) upon the occurrence of any event contemplated by SECTION 4(E)(III) hereof, promptly notify all Holders of the Registrable Securities affected by such event of such event and prepare and provide to such Holders a supplement or post-effective amendment to a Registration Statement or the related Prospectus or any document incorporated therein by reference and file any required document so that, as thereafter delivered to the purchasers of the Registrable Securities, such Prospectus will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(J) make available for inspection by representatives of the Holder of the Registrable Securities and any Underwriters participating in any disposition pursuant to a Registration Statement and any special counsel or accountant retained by such Holders or Underwriters, all financial and other records, pertinent corporate documents and properties of the Company as shall be reasonably necessary to enable them to exercise their due diligence responsibility and cause the respective officers, directors and employees of the Company to supply all information reasonably requested by any such representative, Underwriter, special counsel or accountant in connection with a Registration Statement; provided, however, that such records, documents or information which the Company determines, in good faith, to be confidential and notifies such representatives, Underwriter's special counsel or accountants are confidential shall not be

disclosed by the representatives, Underwriter's special counsel or accountants unless (i) the disclosure of such records, documents or information is necessary to avoid or correct a misstatement or omission in a Registration Statement, (ii) the release of such records, documents or information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, or (iii) such records, documents or information have been generally made available to the public. Each Holder agrees that information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it as the basis for any market transactions in the securities of the Company or its Affiliates or otherwise disclosed by it unless and until such is made generally available to the public;

(K) use its best efforts (including, without limitation, seeking to cure any deficiencies (within the Company's control) cited by such exchange or market in the Company's listing application) to list all Registrable Securities on The New York Stock Exchange (unless the Company qualifies and chooses to list all Registrable Securities on the American Stock Exchange or The Nasdaq National Market, in which event the Company shall use its best efforts to list all Registrable Securities on the American Stock Exchange or The Nasdaq National Market);

(L) use its best efforts to obtain a CUSIP number for all Registrable Securities, not later than the effective date of the Registration Statement;

(M) use best efforts to comply with the Securities Act and the Exchange Act in connection with the offer and sale of the Registrable Securities to be sold pursuant to a Registration Statement, and, make available to its security holders, as soon as reasonably practicable, an earnings statement covering at least twelve (12) months which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(N) provide and cause to be maintained a transfer agent for all Registrable Securities covered by such Registration Statement from and after a date not later than the effective date of such Registration Statement;

(O) cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing their Registrable Securities to be sold pursuant to a Registration Statement and not bearing any Securities Act legend; and enable certificates for such Registrable Securities be issued for such numbers of shares and registered in such names as such Holders may reasonably request at least two (2) business days prior to any sale of their Registrable Securities;

(P) enter into customary agreements (including an underwriting agreement or securities sales agreement, if any, in customary form) containing such representations and warranties to the Holders of such Registrable Securities and the Underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in similar underwritten offerings as may be reasonably requested by them and take such other actions as are reasonably

required in order to expedite or facilitate the disposition of such Registrable Securities; and

(Q) furnish to each registering Holder of Registrable Securities and to each Underwriter, if any, a signed counterpart, addressed to such registering Holder of Registrable Securities or Underwriter, of (i) an opinion or opinions of counsel to the Company and (ii) a comfort letter or comfort letters from the Company's independent public accountants (to the extent permitted by the standards of the American Institute of Certified Public Accountants), each in customary form and covering such matters of the type customarily covered by opinions or comfort letters, as the case may be, as the Holders of a majority of the Registrable Securities included in such offering or the managing Underwriter or Underwriters therefor reasonably request.

The Company may require, as a condition precedent to the obligations of the Company under this Agreement, each registering Holder of Registrable Securities to promptly furnish in writing to the Company such information regarding such Holder, the Registrable Securities held by it and the intended method of distribution of the Registrable Securities as the Company may from time to time reasonably request and such other information as may be legally required in connection with such registration.

The Holders agree that, upon receipt of any notice from the Company of the happening of any event of the kind described in SECTION 4(E)(III) hereof, such Holder will immediately discontinue disposition of Registrable Securities pursuant to a Registration Statement until such Holders' receipt of the copies of the supplemented or amended Prospectus, and if so directed by the Company, such Holders will deliver to the Company (at the expense of the Company) all copies in its possession, other than permanent file copies then in such Holders' possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. Each Holder of Registrable Securities shall promptly notify the Company at any time when a Prospectus relating to the registration of such Registrable Securities is required to be delivered under the Securities Act of the happening of an event as a result of which information previously furnished by such Holder to the Company in writing for inclusion in such Prospectus contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

5. BLACK-OUT PERIOD.

(A) Notwithstanding anything in SECTION 2(B)(IV) above to the contrary, if (1) the Company determines in its good faith judgment that the filing of a Registration Statement under SECTION 2 hereof or the use of any related Prospectus would require the disclosure of non-public material information that the Company has a bona fide business purpose for preserving as confidential or the disclosure of which would impede the Company's ability to consummate a material transaction, and that the Company is not otherwise required by applicable securities laws or regulations to disclose, or (2) all reports required to be filed by the Company pursuant to

the Exchange Act have not been filed by the required date without regard to any extension, or if the consummation of any business combination by the Company has occurred or is probable for purposes of Rule 3-05 or Article 11 of Regulation S-X under the Act; then in either event and upon written notice of such by the Company, the rights of the Holders to offer, sell or distribute any Registrable Securities pursuant to the Registration Statement (shelf or otherwise, as appropriate) or to require the Company to take action with respect to the registration or sale of any Registrable Securities pursuant to the Registration Statement (shelf or otherwise, as appropriate) shall be suspended until the earlier of (i) the date upon which the Company notifies the Holders in writing that suspension of such rights for the grounds set forth in this Section 5 is no longer necessary, and (ii) one hundred twenty (120) days. The Company shall give such notice as promptly as practicable following the date that such suspension of rights is no longer necessary and the period of time for which the Company shall be obligated to keep the Registration Statement effective under SECTION 2 shall be extended by one day for each day of such suspension period.

(B) In the case of an event which causes the Company to suspend the effectiveness of a Registration Statement (a "SUSPENSION EVENT"), the Company may give notice (a "SUSPENSION NOTICE") to the Holder to suspend sales of the Registrable Shares so that the Company may correct or update the Registration Statement (or such filings); provided, however, that such suspension shall continue only for so long as the Suspension Event or its effect is continuing. The Holder agrees that it will not effect any sales of the Registrable Shares pursuant to such Registration Statement (or such filings) at any time after it has received a Suspension Notice from the Company. If so directed by the Company, Holder will deliver to the Company all copies of the Prospectus covering the Registrable Shares held by them at the time of receipt of the Suspension Notice. The Holder may recommence effecting sales of the Registrable Shares pursuant to the Registration Statement (or such filings) following further notice to such effect (an "END OF SUSPENSION NOTICE") from the Company, which End of Suspension Notice shall be given by the Company promptly following the conclusion of any Suspension Event and the effectiveness of any required amendment or supplement to the Registration Statement.

(C) Notwithstanding the provisions of SECTIONS 5(A) and 5(B) to the contrary no Suspension Notice may be given more than once in any twelve (12) month period. Moreover, notwithstanding SECTIONS 2(A), 2(B) and 2(C) hereof, if the Company shall give a Suspension Notice pursuant to this SECTION 5, the Company agrees that it shall extend the period during which the Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from the date of the giving of the Suspension Notice to and including the date when the Holders shall have received the End of Suspension Notice and copies of the supplemented or amended Prospectus necessary to resume sales.

6. RULE 144 AND RULE 144A.

For so long as the Company is subject to the reporting requirements of Section 13 or 15 of the Exchange Act, the Company covenants that it will timely file the reports required to be

filed by it under the Securities Act and Section 13(a) or 15(d) of the Exchange Act and the rules and regulations adopted by the SEC thereunder and, if at any time the Company is not required to file such reports, it will, upon the request of any Holder of Registrable Securities, make publicly available other information so long as necessary to permit sales pursuant to Rule 144 under the Securities Act. The Company also covenants that it will provide the information required pursuant to Rule 144A(d)(4) under the Securities Act upon the request of any Holder of Registrable Securities and it will take such further action as any Holder of Registrable Securities may reasonably request, all to the extent required from time to time, to enable such Holder to sell its Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 under the Securities Act, as such Rule may be amended from time to time, (b) Rules 144A under the Securities Act, as such Rule may be amended from time to time, or (c) any similar rule or regulation hereafter adopted by the SEC. Upon the request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements.

7. INDEMNIFICATION.

(A) The Company will indemnify each Holder, each such Holder's officers and directors, and each person controlling such Holder within the meaning of Section 15 of the Securities Act, against all claims, losses, damages, liabilities and expenses (including reasonable legal expenses), arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any Registration Statement or prospectus relating to such Holders' Registrable Securities, or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the Company will not indemnify and will not be liable to any Holder in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, made in conformity with and in reliance upon information furnished in writing to the Company by such Holder or by an Underwriter for inclusion therein.

(B) Each Holder will indemnify the Company, each of its officers and directors, each underwriter, if any, of the Company's securities covered by such Registration Statement, and each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, against all claims, losses, damages, liabilities and expenses (including reasonable legal fees and expenses) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such Registration Statement or prospectus, or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement or prospectus, in reliance upon and in conformity with information furnished in writing to the Company by such Holder for inclusion therein.

(C) Each party entitled to indemnification under this SECTION 7 (the "INDEMNIFIED PARTY") shall give notice to the party required to provide indemnification (the "INDEMNIFYING PARTY") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought. However, the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which it may have to the Indemnified Party pursuant to the provisions of this SECTION 7, except to the extent of the actual damages suffered by such delay in notification. The Indemnifying Party shall assume the defense of such action. including the employment of counsel, which shall be chosen by the Indemnifying Party and shall be reasonably satisfactory to the Indemnified Party, and payment of expenses in connection with such defense. The Indemnified Party shall have the right to employ its own counsel in any such case, but the legal fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the employment of such counsel shall have been authorized in writing by the Indemnifying Party, (ii) the Indemnifying Party shall not have assumed the defense of such action within a reasonable period of time, or (iii) the Indemnified Party shall have been reasonably advised by its counsel that there may be defenses available to it or them which are different from or additional to those available to Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of the Indemnified Party), in any of which events such fees and expenses shall be borne by the Indemnifying Party. No Indemnifying Party in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to each such Indemnified Party of a release from all liability in respect to such claim or litigation.

(D) If the indemnification provided for in this SECTION 7 is unavailable to a party that would have been an Indemnified Party under this SECTION 7, then each party that would have been an Indemnifying Party hereunder shall, in lieu of indemnifying such Indemnified Party, contribute to the amount paid or payable by such Indemnified Party as a result of such claims, losses, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and such Indemnified Party on the other in connection with the statement or omission which resulted in such claims, losses, damages, liabilities and expenses, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact related to information supplied by the Indemnifying Party or the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and each Holder agree that it would not be just and equitable if contribution pursuant to this SECTION 7 were determined by pro rata allocation or by any other method of allocation that fails to take account of the equitable considerations referred to above in this SECTION 7(D). For purposes of this SECTION 7(D), each person, if any, who controls the Holder within the meaning of Section 15 of the Securities Act shall have the same rights to contribution as the Holder and each trust manager of the Company, each officer of the Company who signed the Registration Statement and each person, if any, who controls the Company

within the meaning of Section 15 of the Securities Act shall have the same rights to contribution as the Company.

(E) No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(F) In no event shall any Holder be liable for any claims, losses, damages, liabilities or expenses pursuant to this SECTION 7 in excess of the net proceeds to such Holder for the sale of such Holder's Registrable Securities pursuant to a registration.

8. MISCELLANEOUS.

(A) NO INCONSISTENT AGREEMENT. The Company has not entered into nor will the Company on or after the date of this Agreement enter into any agreement which is inconsistent with the rights granted to the Holder of Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holder do not in any way conflict with and are not inconsistent with the rights granted to the holder of the Company's other issued and outstanding securities under any such agreements.

(B) AMENDMENTS AND WAIVERS. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given without the written consent of the Company and Holders holding at least a majority of the total then outstanding (i) Registrable Securities and (ii) Series A Preferred Units not theretofore exchanged for Preferred Stock.

(C) NOTICES. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telex, facsimile, or any courier guaranteeing overnight delivery (i) if to the Contributors, at the address or facsimile number set forth below its signature hereon, and thereafter at such other address or facsimile number, notice of which is given in accordance with the provisions of this SECTION 8(C), (ii) if to an assignee or transferee of the Contributors, to such address or facsimile number such assignee or transferee shall have provided to the Company, and (iii) if to the Company, at 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334, facsimile number (248) 932- 3072, and thereafter at such other address or facsimile number, notice of which is given in accordance with the provisions of this SECTION 8(C), with a copy to JAFFE, RAITT, HEUER & WEISS, Attention: Arthur A. Weiss, Esq., Suite 2400, One Woodward Avenue, Detroit, Michigan 48226, facsimile number (313) 961-8358. All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five (5) business days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt is acknowledged, if faxed; and on the next business day if timely delivered to an air courier guaranteeing overnight delivery.

(D) SUCCESSORS. The rights and obligations of any Holder hereunder may only be assigned to any other Holder or to any assignee of the Series A Preferred Units permitted under the Agreement of Limited Partnership. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the Company and the Holder.

(E) COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(F) HEADINGS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(G) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MICHIGAN, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISIONS THEREOF. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF MARYLAND IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(H) SEVERABILITY. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(I) SPECIFIC PERFORMANCE. The parties hereto acknowledge that there would be no adequate remedy at law if any party fails to perform any of its obligations hereunder, and accordingly agree that each party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to compel specific performance of the obligations of any other party under this Agreement to accordance with the terms and conditions of this Agreement in any court of the United States or any State thereof having jurisdiction.

(J) ENTIRE AGREEMENT. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

(K) ATTORNEYS' FEES. If the Company or any Holder brings an action to enforce its rights under this Agreement, the prevailing party in the action shall be entitled to recover its costs and expenses, including without limitation, reasonable attorneys' fees, incurred in connection with such action, including any appeal of such action.

(L) AUTHORITY; BINDING EFFECT. Each party hereto represents and warrants that it has the full legal right, power and authority to execute this Agreement, that this Agreement has been duly authorized, executed and delivered on behalf of such party and constitutes a valid and binding agreement of such party enforceable in accordance with its terms.

(M) LIMITATION ON PARTICIPATION IN UNDERWRITTEN PARTICIPATION. No Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements, and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents in customary form and reasonably required under the terms of such underwriting arrangements and the registration rights provided for in SECTION 2.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SUN COMMUNITIES, INC.

By: /s/ Jeffrey P. Jorissen

Name: Jeffrey P. Jorissen
Title: Chief Financial Officer

BELCREST REALTY CORPORATION

By: /s/ William R. Cross

Name: William R. Cross
Title: Vice President
Address: c/o Eaton Vance Management
The Eaton Vance Building
255 State Street
Boston, Massachusetts 02109
Attention: Alan Dynner
Facsimile: (617) 388-8054

BELAIR REAL ESTATE CORPORATION

By: /s/ William R. Cross

Name: William R. Cross
Title: Vice President
Address: c/o Eaton Vance Management
The Eaton Vance Building
255 State Street
Boston, Massachusetts 02109
Attention: Alan Dynner
Facsimile: (617) 388-8054