

UNITED STATES
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: March 17, 2008
(Date of earliest event reported)

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

MARYLAND
(State or Other Jurisdiction of Incorporation)

1-12616
(Commission File Number)

38-2730780
(IRS Employer Identification No.)

27777 Franklin Road
Suite 200
Southfield, Michigan 48034
(Address of principal executive offices)

(248) 208-2500
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01.**ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT**

On March 17, 2008, Sun Communities, Inc. (the “Company”) amended its restricted stock award agreements with Gary A. Shiffman (the Company’s Chief Executive Officer) and Jeffrey P. Jorissen (the Company’s former Chief Financial Officer) and amended its employment agreement with Brian W. Fannon (the Company’s President). The following brief description of these amendments is qualified in its entirety by reference to the full text of the amendments to the respective agreements, copies of which are attached as Exhibits 10.1 through 10.3, and each is incorporated by reference into this Item 1.01.

Amendments to Restricted Stock Award Agreements with Mr. Shiffman and Mr. Jorissen

The amendments to Mr. Shiffman’s and Mr. Jorissen’s respective restricted stock award agreements remove certain performance-based shares provided for in Mr. Shiffman’s and Mr. Jorissen’s respective restricted stock award agreements.

Amendment to Employment Agreement with Mr. Fannon

This amendment to Mr. Fannon’s employment agreement removes certain performance-based incentive cash compensation provided for in his employment agreement.

ITEM 5.03.**AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS;
CHANGE IN FISCAL YEAR**

(a) On March 17, 2008, the Board of Directors (the “Board”) of Sun Communities, Inc. (the “Company”), amended Article II, Section 2 of the Company’s Bylaws to remove the requirement that the annual meeting of the stockholders be held in May in order to allow the annual meeting of the stockholders to occur at such time as determined in the discretion of the Board. The Board currently plans to hold its annual meeting in July of this year. This summary of the amendment to the Company’s Bylaws is qualified in its entirety by reference to the Amendment to the Bylaws of Sun Communities, Inc. attached as Exhibit 3.1 to this report.

ITEM 9.01.**EXHIBITS**

(d)

Exhibits.

| EXHIBIT # | DESCRIPTION |
|-----------|---|
| 3.1 | Amendment to the Bylaws of Sun Communities, Inc. |
| 10.1 | Third Amendment to Restricted Stock Award Agreement, dated March 17, 2008, by and between the Company and Gary A. Shiffman |
| 10.2 | Third Amendment to Restricted Stock Award Agreement, dated March 17, 2008, by and between the Company and Jeffrey P. Jorissen |
| 10.3 | Second Amendment to Employment Agreement, dated March 17, 2008, by and between the Company and Brian W. Fannon |

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: March 19, 2008

SUN COMMUNITIES, INC.

By: /s/ Karen J. Dearing
Karen J. Dearing, Executive Vice President, Chief Financial Officer,
Secretary and Treasurer

EXHIBIT INDEX

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
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| 10.1 | Third Amendment to Restricted Stock Award Agreement, dated March 17, 2008, by and between the Company and Gary A. Shiffman |
| 10.2 | Third Amendment to Restricted Stock Award Agreement, dated March 17, 2008, by and between the Company and Jeffrey P. Jorissen |
| 10.3 | Second Amendment to Employment Agreement, dated March 17, 2008, by and between the Company and Brian W. Fannon |

**AMENDMENT TO THE BYLAWS
OF
SUN COMMUNITIES, INC.**

This Amendment to the Bylaws (this “Amendment”) of Sun Communities, Inc., a Maryland corporation (the “Corporation”), is effective as of March 17, 2008. Capitalized terms used but not defined herein shall have the meanings set forth in the Bylaws of the Corporation (the “Bylaws”).

The Bylaws are hereby amended as follows:

1. Article II, Section 2 of the Bylaws is hereby deleted in its entirety, and the following provision is substituted in its place:

Section 2. ANNUAL MEETING. An annual meeting of the stockholders for the election of directors and the transaction of any business within the powers of the Corporation shall be held on a date and at the time set by the Board of Directors.

2. Except as modified by this Amendment, the Bylaws remain unchanged and, as modified, continue in full force and effect.

3. Copies (facsimile, photostatic or otherwise) of the signature to this Amendment shall be deemed to be an original and may be relied upon to the same extent as though such copy or fax was an original.

[Signature to follow on next page]

IN WITNESS WHEREOF, this Amendment to the Bylaws of Sun Communities, Inc. is hereby executed as of March 17, 2008.

By: /s/ Karen J. Dearing

Karen J. Dearing, Executive Vice President, Chief
Financial Officer, Secretary and Treasurer

THIRD AMENDMENT TO RESTRICTED STOCK AWARD AGREEMENT

This Third Amendment to Restricted Stock Award Agreement (this "Third Amendment") is made as of March 17, 2008 by and between SUN COMMUNITIES, INC., a Maryland corporation (the "Company"), and GARY A. SHIFFMAN ("Employee").

RECITALS:

A. The Company and Employee entered into that certain Restricted Stock Award Agreement, dated as of May 10, 2004, as amended (the "Award Agreement"), pursuant to which the Company issued Employee 75,000 shares of the Company's Common Stock.

B. The Company and Employee desire to modify the Award Agreement in accordance with the terms and conditions of this Third Amendment.

NOW, THEREFORE, the parties agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Award Agreement.

2. The opening paragraph of the Award Agreement is hereby deleted in its entirety and replaced with the following opening paragraph:

"Sun Communities, Inc., a Maryland corporation (the "Company"), upon the recommendation of the Company's Board of Directors (the "Board") and pursuant to that certain Amended and Restated 1993 Stock Option Plan adopted by the Company's Board of Directors (the "Plan") and approved by its shareholders, and in consideration of the services to be rendered to the Company or its subsidiaries by Gary A. Shiffman ("Employee"), hereby grants and issues, as of May 10, 2004 (the "Date of Grant"), to Employee eighteen thousand seven hundred and fifty (18,750) shares of the Company's Common Stock, par value \$0.01 per share (the "Shares"), subject to the terms and conditions contained in this Restricted Stock Award Agreement (the "Agreement") and subject to all the terms and conditions of the Plan, which are incorporated by reference herein. Employee agrees to the provisions set forth herein and in the Plan and acknowledges that each such provision is a material condition of the Company's agreement to issue the Shares to him. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Plan."

3. Section II(a) of the Award Agreement is hereby deleted in its entirety and replaced with the following Section II(a):

"Subject to the restrictions and conditions set forth in the Plan, 18,750 of the Shares (the "Time-Vesting Shares") shall vest in full on May 10, 2007, provided that Employee is employed by the Company on such date."

4. Section II(b) of the Award Agreement is hereby deleted in its entirety and replaced with the following Section II(b):
- “Intentionally omitted.”
5. Section II(d) of the Award Agreement is hereby deleted in its entirety and replaced with the following Section II(d):
- “(d) Notwithstanding anything to the contrary herein, upon the death or Disability of Employee, all unvested Time-Vesting Shares shall immediately become fully vested and not forfeitable. Notwithstanding anything to the contrary herein, upon the occurrence of a Change of Control Event, all unvested Shares shall immediately become fully vested and not forfeitable.”
6. Section IV of the Award Agreement is hereby deleted in its entirety and replaced with the following Section IV:
- “Notwithstanding Section 9.06 of the Plan to the contrary, Employee shall be entitled to all of the rights of a stockholder with respect to the Time-Vesting Shares, including the right to vote such Time-Vesting Shares and to receive dividends and other distributions payable with respect to such Time-Vesting Shares from and after the Date of Grant; provided that any securities or other property (but not cash) received in any such distribution with respect to any Time-Vesting Shares that are still subject to the restrictions of Section II and III of this Agreement shall be subject to all of the restrictions in this Agreement with respect to such Time-Vesting Shares.”
7. Except as otherwise modified herein, the Award Agreement shall remain in full force and effect consistent with its terms.
8. This Third Amendment may be executed by the parties in counterparts, each of which shall constitute an original and both of which together shall constitute one and the same agreement. Facsimile copies of signatures to this Amendment shall be deemed to be originals and may be relied upon to the same extent as the originals.

[Signatures on the following page]

IN WITNESS WHEREOF, the Company and Employee have executed this Third Amendment to Restricted Stock Award Agreement as of the date first above written.

COMPANY:

SUN COMMUNITIES, INC.,
a Maryland corporation

By: /s/ Karen J. Dearing
Karen J. Dearing, Chief Financial Officer

EMPLOYEE:

/s/ Gary A. Shiffman
GARY A. SHIFFMAN

THIRD AMENDMENT TO RESTRICTED STOCK AWARD AGREEMENT

This Third Amendment to Restricted Stock Award Agreement (this "Third Amendment") is made as of March 17, 2008 by and between SUN COMMUNITIES, INC., a Maryland corporation (the "Company"), and JEFFREY P. JORISSEN ("Employee").

RECITALS:

A. The Company and Employee entered into that certain Restricted Stock Award Agreement, dated as of May 10, 2004, as amended (the "Award Agreement"), pursuant to which the Company issued Employee 50,000 shares of the Company's Common Stock.

B. The Company and Employee desire to modify the Award Agreement in accordance with the terms and conditions of this Third Amendment.

NOW, THEREFORE, the parties agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Award Agreement.

2. The opening paragraph of the Award Agreement is hereby deleted in its entirety and replaced with the following opening paragraph:

"Sun Communities, Inc., a Maryland corporation (the "Company"), upon the recommendation of the Company's Board of Directors (the "Board") and pursuant to that certain Amended and Restated 1993 Stock Option Plan adopted by the Company's Board of Directors (the "Plan") and approved by its shareholders, and in consideration of the services to be rendered to the Company or its subsidiaries by Jeffrey P. Jorissen ("Employee"), hereby grants and issues, as of May 10, 2004 (the "Date of Grant"), to Employee twelve thousand five hundred (12,500) shares of the Company's Common Stock, par value \$0.01 per share (the "Shares"), subject to the terms and conditions contained in this Restricted Stock Award Agreement (the "Agreement") and subject to all the terms and conditions of the Plan, which are incorporated by reference herein. Employee agrees to the provisions set forth herein and in the Plan and acknowledges that each such provision is a material condition of the Company's agreement to issue the Shares to him. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Plan."

3. Section II(a) of the Award Agreement is hereby deleted in its entirety and replaced with the following Section II(a):

"Subject to the restrictions and conditions set forth in the Plan, 12,500 of the Shares (the "Time-Vesting Shares") shall vest in full on May 10, 2007, provided that Employee is employed by the Company on such date."

4. Section II(b) of the Award Agreement is hereby deleted in its entirety and replaced with the following Section II(b):
- “Intentionally omitted.”
5. Section II(d) of the Award Agreement is hereby deleted in its entirety and replaced with the following Section II(d):
- “(d) Notwithstanding anything to the contrary herein, upon the death or Disability of Employee, all unvested Time-Vesting Shares shall immediately become fully vested and not forfeitable. Notwithstanding anything to the contrary herein, upon the occurrence of a Change of Control Event, all unvested Shares shall immediately become fully vested and not forfeitable.”
6. Section IV of the Award Agreement is hereby deleted in its entirety and replaced with the following Section IV:
- “Notwithstanding Section 9.06 of the Plan to the contrary, Employee shall be entitled to all of the rights of a stockholder with respect to the Time-Vesting Shares, including the right to vote such Time-Vesting Shares and to receive dividends and other distributions payable with respect to such Time-Vesting Shares from and after the Date of Grant; provided that any securities or other property (but not cash) received in any such distribution with respect to any Time-Vesting Shares that are still subject to the restrictions of Section II and III of this Agreement shall be subject to all of the restrictions in this Agreement with respect to such Time-Vesting Shares.”
7. Except as otherwise modified herein, the Award Agreement shall remain in full force and effect consistent with its terms.
8. This Third Amendment may be executed by the parties in counterparts, each of which shall constitute an original and both of which together shall constitute one and the same agreement. Facsimile copies of signatures to this Amendment shall be deemed to be originals and may be relied upon to the same extent as the originals.

[Signatures on the following page]

IN WITNESS WHEREOF, the Company and Employee have executed this Third Amendment to Restricted Stock Award Agreement as of the date first above written.

COMPANY:

SUN COMMUNITIES, INC.,
a Maryland corporation

By: /s/ Gary A. Shiffman
Gary A. Shiffman, Chief Executive Officer

EMPLOYEE:

/s/ Jeffrey P. Jorissen
JEFFREY P. JORISSEN

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this "Second Amendment") is made as of March 17, 2008 by and between SUN COMMUNITIES, INC., a Maryland corporation (the "Company"), and BRIAN W. FANNON ("Executive").

RECITALS:

A. The Company and Executive entered into that certain Employment Agreement, dated as of February 23, 2005, but effective as of January 1, 2005, as amended by that certain First Amendment to Employment Agreement, dated as of December 30, 2007 (the "Employment Agreement").

B. The Company and Executive desire to modify the Employment Agreement in accordance with the terms and conditions of this Second Amendment.

NOW, THEREFORE, the parties agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Employment Agreement.
2. Paragraph 4(e) of the Employment Agreement is hereby deleted in its entirety and replaced with the following paragraph 4(e):

"Phantom Stock. In the event that the Executive is employed by the Company on such dates, on each date that the Company pays a dividend on its common stock through May 10, 2007, the Company shall pay the Executive a cash bonus in an amount equal to the amount of the dividend multiplied by the Time Units (as defined below). In the event that the Executive is employed by the Company on May 10, 2007, the Company shall promptly thereafter pay to Executive a cash bonus in an amount equal to the product of the Time Units and the Fair Market Value (as such term is defined in the Company's Second Amended and Restated 1993 Stock Option Plan) on May 10, 2007. For purposes hereof, "Time Units" means 6,250 (as such number may be appropriately adjusted in the discretion of the Company to take into account any stock dividend, stock split, combination or exchange of shares, or other similar event affecting the capital structure of the Company)."

3. Except as otherwise modified herein, the Employment Agreement shall remain in full force and effect consistent with its terms.
4. This Second Amendment may be executed by the parties in counterparts, each of which shall constitute an original and both of which together shall constitute one and the same agreement. Facsimile copies of signatures to this Second Amendment shall be deemed to be originals and may be relied upon to the same extent as the originals.

[Signatures on the following page]

IN WITNESS WHEREOF, the Company and Executive have executed this Second Amendment to Employment Agreement as of the date first above written.

COMPANY:

SUN COMMUNITIES, INC.,
a Maryland corporation

By: /s/ Gary A. Shiffman
Gary A. Shiffman, Chief Executive Officer

EXECUTIVE:

/s/ Brian W. Fannon
BRIAN W. FANNON